

BID NUMBER PA-02112

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



INVITATION TO BID
FIRE DEPARTMENT UNIFORMS AND
ACCESSORIES

CONTRACT NO. 32607

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: Lexington, KY ON THE 9th DAY OF February, 2012
CITY STATE MONTH

COMPANY NAME: Galls, LLC TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2789 Long Beach Boulevard CITY: Long Beach STATE: CA ZIP: 90806

PHONE: (562) 424-4646 FAX: (562) 424-4654

S/ [Signature] Chief Financial Officer
(SIGNATURE) (TITLE)

Nick Darin darin-nick@galls.com
(PRINT NAME) (EMAIL ADDRESS)

S/ _____ (SIGNATURE) (TITLE)

(PRINT NAME) (EMAIL ADDRESS)

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

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

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

5/21/12
Date

APPROVED AS TO FORM

ROBERT E. SHANNON
CITY ATTORNEY

5-22 20 12
[Signature]
Deputy

Rev 01.27.10

BID NUMBER PA-02112

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation ☐ State of _____
Partnership ☐ State of _____
General ☐ Limited ☐

Joint Venture ☐

Individual ☐ DBA _____

Limited Liability Company ☒ State of Delaware

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)

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

PARTNERSHIP

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

CORPORATION

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

OR

- 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.
- Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- 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.)
- 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 Kentucky

County of Jayette

On 2-10-12 Before me, Nancy Faulconer, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared NICK Darin
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.

Nancy Faulconer - #419197
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
- ☐ PARTNER(S) TITLE(S)
 - ☐ LIMITED
 - ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

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

SUBCONTRACTORS

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

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

Company Name: _____

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: Thursday, February 16, 2012

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)

REGINA BENAVIDES	562-570-6164
BUYER	TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

STEVE RAGANOLD	562-570-3001
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 X NO

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

19. AMERICANS WITH DISABILITIES ACT:

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

20. EQUAL BENEFITS ORDINANCE:

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

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

21. PERMITS, LICENSES, AND CERTIFICATES

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

The Contractor shall provide the City with proof of compliance with all applicable permitting (including building and public right of way permits) and licensing laws, including but not limited to, copies of all permits and licenses. The Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and services and shall immediately notify the City of any change in the status, or the terms or conditions, of any permit or license thereof.

The Contractor shall immediately inform the City of any investigation, citation or legal action by any state, regional or federal regulatory agency in any way related to the storage, collection, composting, re-use, transfer, or disposal of any green waste, and further, shall defend, indemnify and hold harmless the City, its officials and employees from any claim demand, liability, damage, cause of action, or loss, including but not limited to attorney's fees, court costs, fines, penalties and corrective measures, that the City may sustain by reason of the Contractor's failure or alleged failure to comply with any state, regional, or federal law or regulation.

The Contractor shall be responsible for the proper disposal of all by-products, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly licensed facility.

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"

CONTRACT – GENERAL CONDITIONS

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.

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

CONTRACT – GENERAL CONDITIONS

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.

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.

LONG BEACH FIRE DEPARTMENT UNIFORMS
SUPPLEMENTAL CONDITIONS

CONTRACT PERIOD

The Contract term shall be twelve (12) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Contractor of such date upon award of the Contract.

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

PRICE INCREASE:

- A. Shall not exceed 0 - 6 % during the first renewal period.
- B. Shall not exceed 0 - 6 % during the second renewal period.

No price increases will be allowed during the initial twelve-month contract period.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by a written amendment to the contract and executed by the Contractor and the City.

ADDENDUM

Bidders shall check the purchasing web page at www.lbpurchasing.org or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addenda incorporated into this bid. Failure to include any addenda with the bid will cause the bid to be rejected.

MANDATORY PRE-BID CONFERENCE

A Pre-Bid Conference shall be held for the purpose of answering questions. The meeting has been scheduled for **Monday, January 23, 2012 at 2:00 p.m.** Said conference shall be held at Long Beach City Hall, 333 W. Ocean Blvd. 3rd Floor Conference Room, Long Beach, CA 90802. Failure to attend the Pre-Bid Conference will disqualify the vendor from the bidding process.

LONG BEACH FIRE DEPARTMENT UNIFORMS
SUPPLEMENTAL CONDITIONS

BASIS OF AWARD

The City reserves the right to award portions of this bid to one or more Contractors.

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

Award may be made to different Contractors or on an "all or none" basis to one Contractor. Bidder must provide a quote on all items within each section.

BOND PROVISIONS

N/A

SUPPLEMENTAL INFORMATION

Bidder must present evidence indicative of its ability to provide and sustain the specified material to the satisfaction of the City. Failure to include any of the following information requested below may cause bid to be deemed non-responsive.

1. **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.
2. **Contact:** Bidder shall provide emergency and non-emergency contact persons for both during regular business hours and after business hours on a 24-hour basis.
3. **Facility Location:** Bidder shall provide the address of its store or distribution center, which must be located in Long Beach or within two miles of the city limits.

Bidder for Section F (Body Armor) may be located up to 40 miles away if vendor will be providing on-site fitting and delivery services at Fire Department facilities.

Address of the nearest distribution center or store:

Store/Store Support Center (Distribution Center): 2789 Long Beach Blvd. Long Beach, CA 90806

LONG BEACH FIRE DEPARTMENT UNIFORMS
SUPPLEMENTAL CONDITIONS

4. **Subcontractor for Repairs and Alterations:** Bidder shall make available the services of a subcontractor for uniform and accessory repair and/or miscellaneous alterations, if necessary. Employees will be able to leave and pick up all repaired/altered items at Bidder's place of business.

Please provide subcontractor's name, address, phone and their contact person:

Galls Uniform Center 1249 W. Katella Ave. Orange, CA 92867

Contact Phone: (714) 633-3880

Contact Name: Mike Sirianni

5. **Illustrative and Technical Data:** Bidder shall submit illustrative and technical data on items to be furnished. If quoting an alternate, a data sheet must be submitted with bid. FAILURE TO PROVIDE SUCH DATA MAY DISQUALIFY BID.
6. **Catalogs and Miscellaneous Purchases:** Bidder shall submit one copy of its general or master catalog with bid. The Fire Department shall be authorized to purchase miscellaneous items up to a maximum of \$1,000 per order. The catalog shall be used to purchase items that are not specifically listed in the bid.

Upon award of the Contract, the Contractor shall supply additional catalogs to various City departments as requested. Please specify percentage discount allowed the City: 5 - 20 %.

Catalog Dated: January 2012 (Enclose Copy)

7. **On-Line Ordering and Tracking:** Bidder shall, at no additional charge, design an on-line ordering system to better facilitate individual employee and bulk purchasing, and better tracking of purchases and purchase data, to be provided to the Fire Department. System shall allow for customized tracking by employee name and/or employee ID #, billing index code, division, product number, purchase order # and date range. System shall also allow for e-mail notification to employee when order is complete. Online system shall be operational within 90 days of award of contract. A demonstration of sample and/or proposed system will be requested as part of the bid process.
8. **Reporting:** Bidder shall provide complete purchase data reports to the City on a monthly, quarterly, and yearly basis with the ability to generate reports on demand. Report options shall include but not be limited to: the names and/or employee #s of individuals obtaining uniform items, quantities, manufacturer model and/or item numbers, pricing, cost totals, billing index codes, and other reasonable purchasing data reports as requested. This shall be provided at no additional charge. Copies of complete purchasing data from the commencement of the contract will be provided to the City if the contract is terminated. Sample reports and/or a live demo will be requested as a part of the bid process.

LONG BEACH FIRE DEPARTMENT UNIFORMS
SUPPLEMENTAL CONDITIONS

9. **Samples: Bidder** may be required to provide samples of uniforms and related accessories upon request by the City, for use as "Control Samples" throughout the duration of the Contract. The samples must be labeled with bidder's name, brand name and product number and must meet specification requirements. Materials and garments shall be subject to approval and acceptance by the City. **FAILURE TO SUBMIT REQUESTED BID SAMPLES WILL DISQUALIFY BID.**

Samples will be available for pick-up by Bidder 30 calendar days after bid due date, unless otherwise notified. Samples not picked up within 60 calendar days after bid due date will be discarded. The City shall not be held responsible for damage of samples due to testing or otherwise.

LICENSE

Bidder must have City of Long Beach Business License and must obtain all required permits.

Long Beach Business License Number: Account: BU20335310 (1474)

*Required upon notification of award.

Signature:

LONG BEACH FIRE DEPARTMENT UNIFORMS
SPECIFICATIONS SECTION

SCOPE OF SERVICE (Uniforms, Accessories, and Miscellaneous Equipment)

The City of Long Beach is seeking a supplier of uniforms, accessories and miscellaneous equipment. The selected Contractor shall provide uniforms, accessories and miscellaneous equipment for Fire personnel.

The Contractor's bid for uniforms and accessories shall include the measurement, tailoring, alteration, fitting, sewing on of emblems and pressing by qualified personnel prior to delivery. The Contractor will conform its tailoring, fitting and alterations to standards provided by the Fire Department.

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

All garments and accessories to be furnished hereunder shall be new and unused and fabricated from new materials, and meet the Long Beach Fire Department's Uniform and Accessories Specifications and Requirements, as set forth below.

**LONG BEACH FIRE DEPARTMENT'S UNIFORM AND ACCESSORIES
SPECIFICATIONS AND REQUIREMENTS**

- A. The Contractor shall provide trained personnel, when required, for measuring and fitting of uniforms at an agreed upon location in the City of Long Beach. A minimum inventory shall be maintained for each type of shirt and trouser in an assortment of sizes, plus a reasonable quantity of replacement items making up a complete uniform including leather goods, accessories and other equipment listed.
- B. Determination of the above qualifications and requirements shall be made by the Fire Chief, City Purchasing Agent or their designees. Their decision shall be final.
- C. The Contractor shall provide quote(s) on specific brand name items and product numbers as referenced in the bid. Once the Contract has been awarded, any item substituted as an "approved equal" for a specified brand shall require prior written approval from the Fire Department. The Contractor shall bear all expenses and costs related to delivery of unauthorized and unapproved items shipped, delivered, or received by the City. Substitution of an "approved equal" or any other unauthorized uniform or equipment item by the Contractor without specific approval from an authorized City Agent shall be grounds for immediate cancellation of the contract.

LONG BEACH FIRE DEPARTMENT UNIFORMS
SPECIFICATIONS SECTION

- D. Upon the approval of the Fire Chief or his designee, the Fire Department may add new items during the contract period to address issues such as changing operational needs, updated safety standards, and/or replacement of discontinued items. The Fire Chief, or his designee, shall provide new product specifications to the City Purchasing agent on a quarterly basis to be included in a contract amendment.
- E. For items listed in the "Summary of Bid Items" that require samples, such as patches, badges, emblems, and insignias, the Contractor shall provide quote(s) on industry standard design according to the specified description. All emblems shall be supplied by the Contractor. The City shall supply the Contractor with necessary artwork.
- F. Where any discrepancies exist between these specifications and the "Long Beach Fire Department's Uniform and Accessories Specifications and Requirements," the specified brands stated in the bid shall be the City's standard for quality, function and durability.
- G. Uniform items and other equipment that has an applicable National Fire Protection Association (NFPA) or National Institute of Justice (NIJ) performance and construction standard such as Body Armor, Station Wear, Urban Search and Rescue and Wildland shall be compliant to the most up to date edition. No exceptions.
- H. Questions regarding the Long Beach Fire Department Uniform, Accessories and Miscellaneous Equipment Specifications and Requirements shall be submitted via email to the following address, Regina.Benavides@longbeach.gov, **no later than 3:00 p.m. on Thursday, February 2, 2012.** The responses to all questions submitted will be posted as an addendum by Thursday, February 9, 2012.
- I. Questions regarding bid requirements and other items in the bid shall be directed to the below individual **no later than 3:00 p.m. on Thursday, February 2, 2012.** The responses to all questions submitted will be posted as an addendum by 3:00 p.m. on Thursday, February 9, 2012.

Regina Benavides

(562) 570-6164

Regina.Benavides@longbeach.gov

MEASUREMENT AND TAILORING OF UNIFORM GARMENTS

The Contractor shall measure each individual and issue a set of uniforms specifically for that individual, providing the proper size and adequate fit for each garment and accessory. Initial purchase of Uniforms and accessories shall include the measurement, tailoring, alteration, fitting, sewing on of emblems and pressing by qualified personnel prior to delivery. No additional payment will be made for these services.

LONG BEACH FIRE DEPARTMENT UNIFORMS
SPECIFICATIONS SECTION

ALTERATION AND REPAIR SERVICE

After the initial purchase and fitting of uniforms and other clothing items, alterations or repairs may be required. The Contractor must provide alteration and repair services to previously purchased uniforms throughout the duration of the Contract. The Contractor must provide and submit with the bid a price list with all costs associated with alterations and repairs of uniforms and other clothing garments.

EMERGENCY AND NEW HIRE GARMENT REQUIREMENTS

The Contractor shall provide uniforms for new City employee(s) within 14 days after the Contractor receives notification to do so.

The Contractor shall provide emergency garments on a temporary basis to City employees if required. (Example: New employee waiting for new uniform to be ordered or special size not in stock.)

Will the Contractor supply emergency garments at "No Charge"?

YES x

NO

If no, provide cost(s) to supply garments \$ N/A

WARRANTY

The Contractor shall guarantee the clothing, accessories and equipment against defective workmanship and materials for a minimum period of twelve (12) months after the date of acceptance by the City. Should any failure occur within the guarantee period, the Contractor shall replace, without cost to the City, any clothing, accessories, or equipment that is defective or repair the same, at the Contractor's own cost and expense.

LONG BEACH FIRE DEPARTMENT UNIFORMS
SPECIFICATIONS SECTION

DELIVERY/SHIPPING

DELIVERY

Delivery shall include all delivery and unloading charges to the various Departments of the City. Delivery is desired in accordance with the specifications. The City reserves the right to make award based on delivery time quoted. Delivery shall be made within five (5) working days after receipt of order for uniforms, accessories and miscellaneous equipment normally stocked. If the primary vendor fails to provide regularly stocked items within the above timeline, the secondary vendor may be utilized for procurement of the items requested. Special Order uniform items (excluding body armor) shall be provided within 30 days of request and written/e-mail notice must be provided to the Fire Department for tracking purposes. Delivery for Special Order items exceeding 30 days may be grounds for utilization of secondary vendor.

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 and Overnight/Next Day Delivery must be provided by the Contractor. Due to the 24/7 work schedule within the Fire Department, the Department may periodically request pre-arranged dates/times outside of normal business hours for "After Hours" fitting and service,

What are your normal business hours? 9:00 a.m. - 5:30 p.m.

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

Do you have these "Will Call" capabilities? YES x NO

Will you provide "Overnight" or "Next Day" delivery? YES x NO

Additional charge for "Overnight" or "Next Day" delivery: \$ Standard Fed Ex

Will you provide pre-arranged "after hours" service, if requested? YES x NO

Additional charge for "After Hours" service: \$ 0.00

ADEQUATE STOCK

The Contractor shall maintain adequate stock of uniforms, accessories and miscellaneous equipment to accommodate City employee's needs, including emergencies, new hires and fill-in orders, as needed by the City, throughout the length of the Contract. **Failure to maintain adequate stock will be deemed a breach and may result in utilization of secondary vendor and / or termination of the Contract.**

LONG BEACH FIRE DEPARTMENT UNIFORMS
SPECIFICATIONS SECTION

The City may inspect the Contractor's facilities to determine if sufficient inventory of all required uniforms and accessories are maintained in order to meet the City's required delivery schedule of five (5) working days. City's evaluation of the Contractor's site and inventory, after inspection, will be a factor in determination of award.

MINIMUM ORDERS

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

ALTERNATES OR EXCEPTIONS

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the specifications are intended to establish the type, function, and quality required. **If quoting an "equal" item, Bidder shall submit all data supporting its claim that material or equipment is an "equal" by Thursday, February 2, 2012 at 11:00 am.** Failure to provide the supporting data may disqualify bid. The list of approved equals will be posted as an addendum by Thursday, February 9, 2012. Any bids that include items not listed on the bid specifications or on the approved equal list will not be accepted.

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

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

MISCELLANEOUS ITEMS

Miscellaneous items as listed in Bidder's catalog may be procured in an amount not to exceed \$1000 per order. No additional items shall be purchased without the authorization of the City.

LONG BEACH FIRE DEPARTMENT UNIFORMS
SPECIFICATIONS SECTION

PURCHASE AUTHORIZATION

The items herein listed in the "Summary of Bid Items" make up the majority of uniforms for Fire personnel needed by the City.

Upon proper identification as Long Beach Fire personnel, the Contractor shall sell replacement clothing or equipment at the City's Contract prices. The Contractor shall furnish only the Contract items specified and shall not substitute different, or a lesser quality of materials than was originally bid. Violation of this term may result in cancellation of the contract for cause.

The only exception to the above condition will be if the employee is seeking to purchase a uniform or equipment item of equal or greater value that, although not specified in the contract, has been approved as a substitute item. The employee shall be allowed to personally pay the difference in cost (if greater) between the specified and the substitute item. The contractor will track and report all substitute item purchases, making that information available to the City on a periodic basis as a part of their regular reporting.

Other than uniforms, insignias, badges, emblems and patches relating to the departments making a purchase, the Fire Department may purchase any and all items listed in the Bid according to the department's needs. Contractor may not sell Fire Department uniforms to any other department or any other group or individual. Proper identification and authorization must be presented by Fire personnel to the Contractor at the time of order placement, pick-up and delivery.

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 and/or services 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 authorized personnel in the Department. The Contractor must reference BPO release number and not the BPO number on all invoices.

PAYMENT FOR SERVICES

The Contractor shall submit original invoices to the City of Long Beach, Accounts Payable, 333 W. Ocean Blvd., 6th Floor, Long Beach, CA 90802, and one copy to the representative of the Fire Department making the purchase. Each invoice shall include department, purchase order number, employee name and garment identity numbers. The Contractor shall not invoice for goods, materials, or supplies before merchandise has been shipped or delivered. Payment will not be authorized until merchandise has been received.

LONG BEACH FIRE DEPARTMENT UNIFORMS
SPECIFICATIONS SECTION

LIQUIDATED DAMAGES

Time is of the essence. If delivery is not completed by the time stated previously for delivery, the Contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and that damages for such delay would be impracticable or extremely difficult to determine. The parties agree that the sum of \$100 per day for each day of delay for each unit shall be fixed as liquidated damages (and not as a penalty or forfeiture for breach). Liquidated damages shall apply where delivery is delayed beyond the time stated and where delivery of materials to replace materials deemed substandard or nonconforming by the City is delayed beyond the time specified for such replacement.

If the Contractor is prevented or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions, then the time of completion shall be extended for such period as may be agreed between the City and the Contractor. The City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time due to any of the above reasons after hearing evidence to the reasons for such delay and making a finding as to the cause of same.

DEFAULT BY THE CONTRACTOR / TERMINATION

Notwithstanding anything to the contrary in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) days notice given by the City to do so.

CONTRACT ENFORCEMENT

The Long Beach Fire Department intends to award a Primary and Secondary vendor for this contract. The Primary vendor will be contacted for all uniform order requests for the duration of the contract term. If the Primary vendor is not able to supply the requested order for any given reason, the Secondary vendor will be contacted to complete the order request. The Long Beach Fire Department does not guarantee that the full amount awarded to the Primary and Secondary vendor will be expended.

The Contractor or its authorized representative shall meet periodically, at the discretion and convenience of the City, with an authorized representative of the City to address any problems or other issues. All scheduled and regular service functions shall be completed prior to this meeting.

LONG BEACH FIRE DEPARTMENT UNIFORMS
SPECIFICATIONS SECTION

The City reserves the right to perform inspections at any time for the purpose of monitoring service performance. The Contractor shall cooperate with the City representative(s) in the review and monitoring of the Contractor's performance, records and procedures.

At the request of the City, the Contractor, or its appropriate representative, shall attend meetings as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

LAWS AND REGULATIONS

The Contractor shall conduct all aspects of its operation in compliance with all local, state and federal laws and regulations.

The Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to the Contractor's obligations under this Contract, and shall defend, indemnify and hold the City, its officials and employees harmless from all liability, claim, cause of action, loss, fines, penalties, corrective measures, costs, and expenses (including attorney's fees) the City may sustain by reason of the Contractor's failure to comply with any state or federal law, regulation or rule.

SUBCONTRACTING

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

If the City consents to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding on and inure to the benefit of the assignees, successors and administrators of the respective parties.

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

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

LONG BEACH FIRE DEPARTMENT UNIFORMS
SPECIFICATIONS SECTION

CONFLICT OF INTEREST

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

VALIDITY

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

LONG BEACH FIRE DEPARTMENT UNIFORMS
BID SECTION

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

SALES TAX

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

SUMMARY OF BID ITEMS

SEE ATTACHED

LONG BEACH FIRE DEPARTMENT UNIFORMS

FIREFIGHTER'S UNIFORMS			Manufacturer & Style No.	Unit Price
1. Trousers				
a.	Men's Firefighter Midnight Navy Nomex 400NMX75MN Workrite or approved equal			
b.	Women's Firefighter Midnight Navy Nomex 401NM75MN Workrite or approved equal			
c.	Service/Dress, 100% Dacron polyester, black, Horace Small #1260 or approved equal			
d.	Service/Dress, cotton blend, # 112511 or approved equal			
e.	Men's Firefighter Midnight Navy Nomex Full Cut 402NMX75MN Workrite or approved equal			
f.	Men's Firefighter Black Nomex 400NMX75BK Workrite or approved equal			
g.	Women's Firefighter Black Nomex 401NM75BK Workrite or approved equal			
h.	Men's Firefighter Black Nomex Full Cut 402NMX75BK Workrite or approved equal			
i.	Dress, Wool, Fechheimer #Q82-56-4 or approved equal			
j.	Service, polyester blend, Lion #130 or approved equal			
k.	Deluxe Wool Blend Black Trousers 1004X #030547			
l.	Deluxe 100% Black Polyester Trousers 3910 #031260			
m.	Blue BDU trousers, NFPA Compliant			
n.	Black Tactical 5.11 Pants, Arson only			
o.	Khaki Tactical 5.11 Pants, Arson only			
p.	Navy TruSpec Pants (TR425) LB S&R only			
q.	Navy TruSpec Pants (4218) LB S&R only			
2. Shirts				
a.	Service/Dress, 65% Dacron polyester, 35% cotton, white, Flying Cross #45W-6600 or approved equal			
b.	Service, Light blue, 65% poly, 35% cotton, Lion or approved equal			
c.	Men's Firefighter Short Sleeve Midnight Navy Nomex 740NMX45MN Workrite or approved equal			
d.	Women's Firefighter Short Sleeve Midnight Navy Nomex 741NMX45MN Workrite or approved equal			

LONG BEACH FIRE DEPARTMENT UNIFORMS

FIREFIGHTER'S UNIFORMS			
	Manufacturer & Style No.		Unit Price
e. Men's Firefighter Long Sleeve Midnight Navy Nomex 745NMX45MN Workrite or approved equal			
f. Women's Firefighter Long Sleeve Midnight Navy Nomex 746NMX45MN Workrite or approved equal			
g. Men's Firefighter Short Sleeve Black Nomex 740NMX45BK Workrite or approved equal			
h. Women's Firefighter Short Sleeve Black Nomex 741NMX45BK Workrite or approved equal			
i. Men's Firefighter Long Sleeve Black Nomex 745NMX45BK Workrite or approved equal			
j. Women's Firefighter Long Sleeve Black Nomex 746NMX45BK Workrite or approved equal			
k. Service, Polo, Gray (Fire Prevention), Port Authority or approved equal			
l. Service, Polo, (Marine Safety), Port Authority or approved equal			
m. Deluxe White Poly/Cotton, Short Sleeve Shirt CA66 #110215			
n. Deluxe White Poly/Cotton, Long Sleeve Shirt CA99 #011633			
o. Blue, BDU "Blouse", NFPA Compliant			
p. Black Polo Shirt, 71048-19 with embroidery and Investigator badge. Arson only			
q. Navy TruSpec Shirt (SH1062) LB S&R only			
3. Hats			
a. Service Hat, blue, Lancaster or approved equal			
b. Service Hat, white cover, black brim, Lancaster or approved equal			
c. Service Hat, white cover, black brim, with Gold "scrambled egg" braid (Navy Captain), Lancaster or approved equal			
d. Service Hat, white cover, black brim, with Gold "scrambled egg" braid (Navy Admiral), Lancaster or approved equal			
e. Chin Strap, gold bullion fabric #140454, or approved equal			
f. Hatband, Silver Metal #140451, or approved equal			
4. Jackets			
a. Service, blue, Workrite or approved equal			

LONG BEACH FIRE DEPARTMENT UNIFORMS

FIREFIGHTER'S UNIFORMS			
		Manufacturer & Style No.	Unit Price
b. Service, black, Workrite or approved equal			
c. Service, lightweight (Fire Prevention)			
d. Service, Windbreaker, black nylon			
e. Service/Lifeguard Red, Gall's JA085 or approved equal			
f. Service, black, "Weather IV" or approved equal			
g. Service, black, Hidden Agenda or approved equal			
h. Service/Dress, black, wool, "Ike" cut, Fechheimer or approved equal			
i. Deluxe Double Breasted Black Wool Dress Fire Coat 10706 #051422			
j. Deluxe Black Wool Ike Jacket 10535 #051421			
k. Blue windbreaker – 101a with embroidery and screening on back. Arson only			
5. <u>Emblems & Collar Devices</u>			
a. Shoulder, LBFD, regulation, National or approved equal			
b. Shoulder, LBFD, Paramedic, National or approved equal			
c. Shoulder, LBFD, Lifeguard, National or approved equal			
d. Collar Device, Firefighter, Solid (Silvertone), Blackington or approved equal			
e. Collar Device, Engineer, Solid (Silvertone), Blackington or approved equal			
f. Collar Device, Captain, Solid (Silvertone), Blackington or approved equal			
g. Collar Device, Battalion Chief, Solid (Goldtone), Blackington or approved equal			
h. Collar Device, Assistant Chief, Solid (Goldtone), Blackington or approved equal			
i. Collar Device, Deputy Chief, Solid (Goldtone), Blackington or approved equal			
j. Collar Device, Chief, Solid (Goldtone), Blackington or approved equal			
k. Shoulder, LBFD, Lifeguard, Blackinton or approved equal			
l. Collar Device, Captain, Open (Silvertone) Blackinton or approved equal			
m. Collar Device, Battalion Chief, Open (Goldtone) Blackinton or approved equal			
n. Collar Device, Assistant Chief, Open (Goldtone) Blackinton or approved equal			
o. Collar Device, Deputy Chief, Open (Goldtone) Blackinton or approved equal			
p. Collar Device, Chief, Open (Goldtone) Blackinton or approved equal			

LONG BEACH FIRE DEPARTMENT UNIFORMS

FIREFIGHTER'S UNIFORMS			
		Manufacturer & Style No.	Unit Price
q.	Maltese Service Crosses (Gold or Silver), Blackinton or approved equal		
r.	Silver Striping, 1/2"		
s.	Gold Striping, 1/2"		
t.	Gold Striping, 2"		
6.	<u>Neckwear</u>		
a.	Black, silk, 4-in hand, Smoothie or approved equal		
b.	Blue, silk, 4-in hand, Smoothie or approved equal		
c.	Black, silk, clip-on, Smoothie or approved equal		
d.	Blue, silk, clip-on, Smoothie or approved equal		
7.	<u>Shoes and Boots</u>		
a.	Black shoe, Clainro, plain, leather, Thorogood #831-6114 or approved equal		
b.	Black leather, low-cut, lace-up, Chukka Boot, Thorogood #834-6246 or approved equal		
c.	Service shoe, Postman style, Thorogood #804 or approved equal		
d.	Service shoe, Postman style, Thorogood #834 or approved equal		
e.	Station pull on boot, ankle high, steel toe Thorogood #804-6026 or approved equal		
f.	Ankle boot, steel toe Redback pull on #BSSBBK, or approved equal		
g.	Ankle boot, lace up with zipper on the side, steel toe Haix #605106 X1 men's or approved equal		
h.	Ankle boot, lace up with zipper on the side, steel toe Haix #605107 X1 women's or approved equal		
i.	Black leather, low-cut high dress Airpower Chukka C1 #100508, or approved equal		
k.	Black leather, low-cut high dress Airpower Chukka C35 #102110, or approved equal		
l.	Black leather, Haix 8" Xtreme #504204 or approved equal (Wildland / US&R dual compliance)		
m.	Black leather, Globe 10" speed Lace #2201010, or approved equal (Wildland / US&R dual compliance)		
n.	Black leather, Pro Warrington, 8" Technical Rescue # 6006, or approved equal (Wildland / US&R dual compliance)		

LONG BEACH FIRE DEPARTMENT UNIFORMS

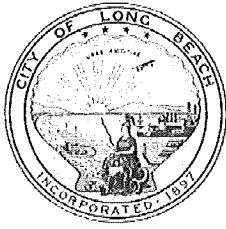
FIREFIGHTER'S UNIFORMS		
	Manufacturer & Style No.	Unit Price
8. Miscellaneous		
a. Removal of Maltese crosses (#5-q)		
b. Removal of gold or silver striping (#5-r, s, t)		
c. Miscellaneous embroidery or name tapes and badges (furnish price list)		
d. Miscellaneous alterations to previously purchased Clothing (furnish price list)		
e. Flashlight, Stinger, with charger #75001 or approved equal		
f. Charger, DC, Stinger #22051 or approved equal		
g. Battery Pack		
h. Firefighter's belt (no buckle), leather, black, Chambers or approved equal		
i. Command Officer Uniform, (trousers and coat), Black Wool or Wool Blend, Fechheimer or approved equal		
j. Coveralls, blue, long sleeve, Lion or approved equal		
k. Sweater, deluxe cardigan, blue		
l. Body Armor, Bronze IIIA, with 2 panels, soft trauma pack and carrier, Safariland or approved equal. Must be most up to date NIJ Standard.		
m. Replacement panels for above, Safariland or approved equal		
n. Replacement soft trauma packs for above, Safariland or approved equal		
o. Replacement carrier for above, Safariland or approved equal		
p. Clip on badge holder for belt. Arson only		
	Section Sub-Total	
	Sales Tax (8.25 %)	
	Section Net Total	

PAYMENT TERMS: 0% Net 30

ATTACHMENT A

SMALL BUSINESS ENTERPRISE PROGRAM

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



CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT
Business Relations Bureau

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

PARTICIPATION INSTRUCTIONS

Rev. June 3, 2011

PROJECT:

INSTRUCTIONS TO BIDDERS

SUMMARY

This Small Business Enterprise ("SBE") Program shall apply to all City Manager Departments, in accordance to Ordinance NO. ORD-11-0010, adopted May 3, 2011 and enacted on July 8, 2011 (Attachment A).

Each prospective bidder who is successful in a bid to provide goods or services to the City must comply with the City's SBE policy.

All prime bidders/proposers are required to submit a SBE/VSBE/LSBE Commitment Plan Form with their bid or proposal by the required due date to illustrate their intent to meet the SBE/VSBE/LSBE project goals.

If the prime bidder/proposer commitment plan does not illustrate intent to meet the combined SBE/VSBE/LSBE project goal, the bidder/proposer must submit a Good Faith Effort (GFE), and pass the GFE evaluation, for the bid/proposal to remain responsive.

The successful prime bidder/proposer will be required to submit a monthly SBE/VSBE/LSBE utilization report (MUR) (COLB FORM 3C or COLB FORM 3P). Staff will review and verify utilization and payments made to small businesses for compliance.

I. Small Business Enterprise (SBE) Certification

Only those Small Business Enterprises certified by City of Long Beach Business Relations Bureau shall be eligible for the fulfillment of the SBE participation goal. SBE listings may be obtained from the Department of Financial Management, Business Relations Bureau. If a Small Business Enterprise elects to compete for city business without being certified as such, they may do so, but any bid submitted will not be counted towards fulfillment of the SBE participation goal.

An SBE desiring certification with the City of Long Beach must complete the online certification process. The online certification process can be viewed and completed at the following link:

<http://www.longbeach.gov/purchasing>

Upon receipt, the Business Relations Bureau will review the application and determine SBE certification status. In addition, the vendor will be eligible to receive notices to bid on their selected commodities or services.

II. SBE Participation Goal

The overall participation goal in all procurement categories for Small Business Enterprise program participation will apply to all City Manager Departments.

The exception of goals established by the Manager of Business Relations Bureau on a contract-by-contract basis based on market availability and useful function within the contract.

The SBE Participation goal can be achieved in the following manner(s):

- a) **Non-SBE prime contractors/consultants** 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.
- b) **SBE & LSBE prime contractors/consultants** are deemed to have met the SBE component of the combined SBE/LSBE participation goal, but shall meet the VSBE component of the goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.
- c) **VSBE prime contractors/consultants** are deemed to have met both components of the combined SBE/VSBE participation goal, but shall meet the LSBE component of the goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.

Small Business Enterprises – Eligibility Requirements

I. SBE, VSBE and LSBE Eligibility

- a) **SBE** eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards either by the average gross annual revenue or by the number of employees, based on North American Industrial Classification System (NAICS) codes. The current table of size standards can be accessed on the SBA website www.sba.gov/about-sba-info/4562. Examples of maximum gross annual revenue averaged over the past three years to qualify as an SBE: general contractor \$33.5 million; specialty trade contractor \$14.0 million; engineering services \$4.5 million.
- b) **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. The current guidelines for this designation can be accessed on the State of California's website at <http://www.pd.dgs.ca.gov/smbus/default.htm>.

- c) Local Small Business Enterprise (**LSBE**) eligibility shall be determined by the criteria established in Municipal Code section 2.84.030, subdivisions (1) and (2), which states: The business has to have a current, valid business license from the City of Long Beach showing a place of business within City limits; and have a current, valid seller's permit showing a place of business within City limits. In addition to the SBE eligibility criteria described in section a, above.

SBE/VSBE/LSBE Good Faith Effort

Good Faith Effort Evaluation Criteria for Contracts

A proposer whose bid/proposal fails to meet the SBE, VSBE or LSBE participation goal shall be found responsive if an acceptable Good Faith Effort (GFE) is demonstrated. The GFE should be submitted in a letter or memo showing the following information and attaching the related documentation in the bid packet. The following criteria shall be used in evaluating a proposer's GFE:

1. **Attend Pre-Proposal Meeting:** The bidder/proposer submitted written evidence that he/she attended the pre-bid/proposal conference.

Tip: To receive credit for attending the pre-bid/proposal meeting, the attendee must be a person who will be directly involved with the project, i.e., owner, project manager, etc. A copy of the sign-in sheet must be submitted. If no pre-proposal meeting is held, the bidder/proposer will receive 10 points credit for this criterion.

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 (combined SBE/VSBE/LSBE goal established for that contract).

Tip: The work should be subdivided into categories or disciplines to allow for maximum SBE, VSBE and LSBE participation. For example:

<i>Name of Project:</i>	<u><i>Pipeline Relocation Design</i></u>
<i>Work Elements:</i>	<i>Civil engineering – 70%</i>
	<i>Geotechnical – 10%</i>
	<i>Structural engineering – 10%</i>

Mechanical engineering –10%

3. **Advertise:** The bidder/proposer submitted written evidence of commercial advertising for small business subconsultants, subcontractors, vendors and/or suppliers 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 being solicited, must be provided.

Tip: A copy of the advertisement must be provided, including the date(s) of advertisement and name of the publication.

4. **Use Public Databases:** The bid/proposer submitted written evidence of using the **City's SBE/VSBE/LSBE** database, small business, minority business, and women-owned business associations, and chambers of commerce to help solicit small businesses. In addition, databases from the agencies below are available.

- Port of Long Beach
www.polb.com/sbe
- Metropolitan Water District
<http://www.mwdh2o.com/mwdh2o/pages/business/business01.html>
- Los Angeles Community College District
http://www.build-laccd.org/bidding_and_contracting/index.asp?pg=oao

5. **Provide Relevant Information to Small Businesses:** The bidder/proposer submitted written evidence that he/she has provided interested small businesses 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 or as specified by City SBE staff.

Tip: Submitting the information included in the ad copy and also in direct written solicitations satisfies this requirement.

6. **Directly Solicit Small Businesses:** The bidder/proposer submitted written evidence of directly soliciting small business 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.

Tip: Written evidence must include the following information: name of agency, name of project, company name, scope of work required, date of contact, method of contact (in-person, phone, fax, email), person contacted, result of

contact (waiting for response, waiting for bid/proposal, left message, no answer, etc.).

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

Tip: Follow-up activities must include documentation of repeat contact efforts if the first contact was unsuccessful.

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

Tip: Negotiations include give-and-take by both parties with the intention of reaching a mutually satisfactory agreement. This includes responding in writing to bids/proposals from small businesses.

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.)

Tip: Submitting the offer to assist with bonding/insurance/equipment included in the ad copy and also in direct written solicitations satisfies this requirement.

10. **Document bid/proposal (price) and negotiation results:** For any negotiations which were unsuccessful and/or bids/proposals received but not accepted, the bidder/proposer submitted the unsuccessful proposer's company name, telephone number, contact person, price proposed, and the reason for rejecting the bid/proposal. If price was the reason for rejecting the bid/proposal, list the price bid by all the SBE/VSBE/LSBE and the low bidder for that element of work.

Note: For successful bids/proposals, Contractor must submit the name of the successful bidder/proposer(s) on COLB Form SBE-2C - SBE/VSBE/LSBE Commitment Plan for Construction Contracts or COLB Form SBE-2P for Professional Services Contracts. Please refer to the ITB or RFP for submittal deadlines.

Each of the 10 criteria will be assigned 10 points and will be graded with 0 or 10 points; there is no partial credit. The bidder/proposer must achieve a score of 70 out of a possible 100 points in order for the SBE Administrator to determine that the proposer has made an acceptable GFE.

SBE/VSBE/LSBE Commitment Plan/Utilization/Substitution

For SBE designated contracts or proposals, prime contractors must submit a completed SBE Commitment Plan Form (COLB FORM SBE-2C or COLB FORM SBE-2P) to the City of Long Beach, Business Relations Bureau listing information for each SBE to be used for contract goal satisfaction or a good faith effort explaining why the goal could not be reached. The Business Relations Bureau will approve the initial SBE commitment or good faith effort submitted by the prime contractor.

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

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

INSTRUCTIONS FOR SECTION 2:

1. List all SBE/VSBE/LSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. Only list SBEs/VSBEs/LSBEs.
2. If the prime contractor is an SBE/VSBE/LSBE, list the prime first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database (*BidsOnLine*) accessible from the SBE/VSBE/LSBE Program page of the City's website (www.longbeach.gov/purchasing/sbe.asp).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
5. **The prime contractor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:**
 - a. **locating the SBE/VSBE/LSBE on the City's website at (www.longbeach.gov/purchasing/sbe.asp).**
 - b. **contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.**
6. Lower tier SBE/VSBE/LSBE subcontractors and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subcontractors must also be listed to receive participation credit. **See examples listed in the table in Section 2.**

7. The City reserves the right to request proof of payment from the prime contractor/subcontractor to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.**
9. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE/VSBE/LSBE subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of this form if necessary.

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

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

INSTRUCTIONS FOR SECTION 2:

1. List all SBE/VSBE/LSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. Only list SBEs/VSBEs/LSBEs.
2. If the prime contractor is an SBE/VSBE/LSBE, list the prime first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database (*BidsOnLine*) accessible from the SBE/VSBE/LSBE Program page of the City's website (www.longbeach.gov/purchasing/sbe.asp).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
5. **The prime contractor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:**
 - a. locating the SBE/VSBE/LSBE on the City's website at (www.longbeach.gov/purchasing/sbe.asp).
 - b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.

6. Lower tier SBE/VSBE/LSBE subcontractors and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subcontractors must also be listed to receive participation credit. **See examples listed in the table in Section 2.**
7. The City reserves the right to request proof of payment from the prime contractor/subcontractor to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.**
9. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE/VSBE/LSBE subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of the form if necessary.

During the term of the contract, the prime contractor shall be required to utilize all subcontractors listed on the commitment plan in the amount and percentage specified on the form, unless the City approves a change in the scope of work that would eliminate or reduce the utilization of a SBE, VSBE, or LSBE.

The prime Contractor/Consultant shall report the dollar value of payments to small businesses on a monthly basis and at project close-out. This data will be verified. Construction contractors shall submit a completed SBENSBE/LSBE Monthly Utilization Report for Construction Contracts (COLB FORM SBE 3C), and consultants shall submit a completed SBENSBE/LSBE Monthly Utilization Report for Professional Services Contracts (COLB FORM SBE 3P).

The Business Relations Bureau office is responsible for approving any revisions to the SBE commitment form approved by City of Long Beach.

If a prime Contractor substitutes an SBE/VSBE/LSBE vendor/supplier, the Contractor shall provide proof, to the satisfaction of SBE staff, that a good faith effort was made to replace that vendor's/supplier's participation percentage with another SBENSBE/LSBE firm, to meet the combined SBENSBE/LSBE participation percentage specified on the Contractor's SBENSBE/LSBE Commitment Plan. At project closeout, if the prime Contractor fails to meet the combined SBENSBE/LSBE participation percentage specified on its SBENSBE/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.

For a prime contractor to request a revision to its approved contract SBE commitment, it must submit a Substitution Replacement Form (COLB FORM SBE 4C or COLB FORM SBE 4P) to the City for approval. (Contact Business Relations Bureau at (562) 570-6200 or send an email at sbe@longbeach.gov for more information on this form.)

Upon receipt of this form, the City will implement the following procedure:

1. Contact the SBE subcontractor being terminated or replaced to verify information provided by the prime contractor.
2. Do not consider a more advantageous subcontract with another subcontractor as a valid reason for SBE subcontractor termination or replacement.
3. Ensure the substitution procedure outlined in the contract SBE Special Provision is followed prior to approving the termination or substitution of an approved SBE subcontractor.
4. Obtain a completed SBE Commitment Plan form from the prime contractor with original prime contractor and SBE subcontractor signatures, for any new or replacement SBE subcontractors to be added to the previously approved contract SBE commitment. Ensure the following information is included with the SBE Commitment Plan form:
 - o items and quantity of work to be performed
 - o materials being supplied
 - o dollar value of subcontract, materials or services
 - o total amount of SBE commitment
 - o if the SBE is a material supplier, an explanation of the function performed
5. Notify the prime contractor and the applicable City project manager or staff of the approval or denial of the SBE commitment revision. Forward the COLB Substitution/Change Form, the appropriate letter, and any file documentation to the prime contractor and City project management staff.

CONTACT INFORMATION and ASSISTANCE

For questions or assistance, please contact the Business Relations Bureau:

Department of Financial Management
Business Relations Bureau
333 W. Ocean Blvd., 7th Floor
Long Beach, CA 90802
(562) 570-6200 Telephone
(562) 570-5099 Fax
Email: sbe@longbeach.gov

For more information or to download SBE forms, please visit:
www.longbeach.gov/purchasing/sbe.asp



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

SECTION 1

Project Name:	Fire Department Uniforms and Accessories	Date:	2/9/12
VENDOR:	Galls, LLC	Prime Contract \$ Amount:	\$17,450.55
Estimated \$ Value of Vendor's Participation:	\$17,450.55	Estimated % of Vendor's Participation:	100%
Estimated \$ Value of SBE Participation:	\$ 0.00	Estimated SBE % of Vendor's Contract \$ Amount:	0%
Estimated \$ Value of VSBE Participation:	\$ 0.00	Estimated VSBE % of Prime Contract \$ Amount:	0%
Estimated \$ Value of LSBE Participation:	\$ 0.00	Estimated LSBE % of Prime Contract \$ Amount:	0%

SECTION 2 (please refer to instructions on page 2)

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or LSBE	Indicate if 1 st Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
<i>Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212</i>	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%
Not Applicable - Outreach Completed; No Responses Received						

Melissa Castro

(562) 424-4646 ext. 46

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

Phone #

Signature

2/9/12

Date

castro-melissa@galls.com

Email

ATTACHMENT B

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

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

INSTRUCTIONS FOR SECTION 2:

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

ATTACHMENT B

W-9 FORM

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Galls, LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) C <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see Instructions) ▶	
	Address (number, street, and apt. or suite no.) P.O. Box 100376 City, state, and ZIP code Pasadena, CA 91189-0376	
	List account number(s) here (optional)	

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-			-		

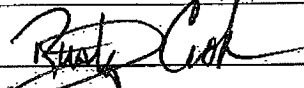
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ 

Date ▶ **11/29/11**

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

ATTACHMENT C

DEBARMENT CERTIFICATION

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, *Attachment –Debarment Certification*

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the Excluded Parties List System at www.ep/s.gov to make sure that vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business. The finding that "Your search returned no results" is an indicator of compliance.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
City of Long Beach, Business Relations, Purchasing Division at 562-570-6200.***

ATTACHMENT D

EQUAL BENEFITS ORDINANCE

ORDINANCE NO. ORD-09-0036

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

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

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

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

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

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

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

///

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

3 Chapter 2.73

4 EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

5
6 2.73.010 Title and purpose.

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

14
15 2.73.020 Definitions.

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

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

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

28 ///

1 2.73.030 Contractors subject to requirements.

2 A. The following contractors are subject to this Chapter:

3 1. For-profit entities which enter into an agreement with
4 the City for public works or improvements to be performed, or for goods or
5 services to be purchased, for an amount of One Hundred Thousand Dollars
6 (\$100,000) or more; and

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

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

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

25
26 2.73.040 Non-discrimination in provision of benefits.

27 A. No contractor subject to this Chapter pursuant to Section
28 2.73.030 shall discriminate in the provision of bereavement leave, family

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

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

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

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

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

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

1 equivalent benefits; or

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

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

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

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

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

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

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

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

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

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

18
19 2.73.050 Required contract provisions.

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

27 ///

28 ///

1 2.73.060 Waivers and exemptions.

2 A. The City may waive the requirements of this Chapter where
3 the City Manager makes one or more of the following findings:

4 1. Award of a contract or amendment is necessary to
5 respond to an emergency;

6 2. The contractor is a sole source;

7 3. The contractor is a non-profit entity as defined in
8 Section 2.73.020, above;

9 4. Non compliant contractors are capable of providing
10 goods or services that respond to the City's requirements;

11 5. The contractor is a public entity;

12 6. The requirements of this Chapter are inconsistent with
13 a grant, subvention or agreement with a public agency;

14 7. The City is purchasing through a cooperative or joint
15 purchasing agreement;

16 8. The contract involves specialized legal services such
17 that it would be in the best interests of the City to waive the requirements of
18 this Chapter, as determined by the City Attorney;

19 9. The contract involves investment of trust moneys or
20 agreements relating to the management of trust assets, City moneys
21 invested in U.S. government securities or under pre-existing investment
22 agreements, or the investment of City moneys where no person, entity or
23 financial institution doing business with the City which is in compliance with
24 this Chapter is capable of performing the desired transactions or the City will
25 incur financial loss if the requirements of this Chapter are enforced;

26 10. After taking all reasonable measures to find an entity
27 that complies with this Chapter, the City may waive any or all requirements
28 of this Chapter for any contract or bid package advertised and made

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

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

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

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

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

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

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

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

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

1 enforcement of this Chapter.

2
3 2.73.080 Employee complaints to City.

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

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

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

15
16 2.73.090 Remedies.

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

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

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

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

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

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

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

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

16 ///

17 ///

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28 ///

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

I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:

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

Noes: Councilmembers: None.

Absent: Councilmembers: None.


City Clerk

Approved: 12/11/09
(Date)


Mayor

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Galls, LLC Federal Tax ID No. [REDACTED]
Address: 2789 Long Beach Boulevard
City: Long Beach State: CA ZIP: 90806
Contact Person: Gregory Hodge Telephone: (859) 266-7227 ext. 1101
Email: hodge-greg@galls.com Fax: (800) 944-2557

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

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

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

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 9th day of February, 2012, at Long Beach, CA

Name Nick Darin

Signature 

Title Chief Financial Officer

Federal Tax ID No. 

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

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

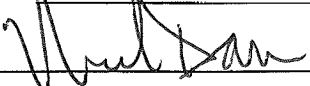
3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, 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: Nick Darin Title: Chief Financial Officer

Signature:  Date: 2/9/12

Business Entity Name: Galls, LLC

References

Los Angeles County Fire Department
Contact: Chief James Ealey
5801 S. Eastern Avenue, Suite 100
Commerce, CA 90040-4001
Phone: 323 838-2270

Los Angeles Police Department
Contact: Randy Goddard
100 W. First Street
Los Angeles, CA 90012
Phone: 213 486-7098

San Francisco Sheriff's Department
Contact: Rick Koehler
1 Dr. Carlton B. Goodlett Place Room 456
San Francisco, CA 94102
Phone: 415 554-7214

Riverside Police Department
Contact: Officer Andrew Misenheimer
4102 Orange Street
Riverside, CA 92501
Phone: 951 826-5344

Orange County Transit Authority
Contact: J.P. Gonzalez
550 South Main Street
Orange, CA 92868
Phone: 714 560-5567

City of Long Beach
Custom Alterations

LBU0472	Alter Seat In Or Out	\$6.50
LBU486	Sew Pocket Closed on Trouser	\$6.00
LBU386	Adjust Crotch	\$3.50
2000-1	Remove/Sew On Patch	\$2.00
LBU42	Alter Waist	\$8.50
LBU43	Hem Trouser	\$5.50
LBU44	Taper Shirt	\$8.50
LBU45	Shorten Sleeve	\$6.50
LBU46	Shorten Shirt Tail	\$5.50
LBU49	Add Tail to Shirt	\$10.00
LBU50	Taper Trouser Leg	\$25.00
LBU51	Install Braid	\$12.50
3501	Add Zipper	\$5.00
LBU688	Repair Hole/Rip in Trouser	\$5.00
LBU CUSTOM	Repair Hole/Rip in Shirt	\$5.00
LBU84	Add Velcro on Pocket Flaps	\$5.00
RESOLE	Haix Boots resoling (1 pair)	\$65.00

Custom Embroidery

LBU471	Embroidered K-9	\$2.50
LBU162	Screened Chevrons	\$3.95
LBU1229	Embroidered Gang Enforcement	\$2.50

* Items not picked up within 30 days will be delivered to the Central Warehouse

Bid Recap

Company	Sub-bidder selected
Outreach Completed - No Quotes Received.	No

Call Log

Company	Telephone	Contact	Who Called	Time	Date	Result
Cosar International Corp	(949) 455-1548	Sherry Chen	Melissa	12:21 PM	1/17/2012	Emailed request - Awaiting response
Omega Uniform Systems	(877) 700-8904	Sherri Dennison	Melissa	12:25 PM	1/17/2012	Emailed request - Awaiting response
BIG Studio	(562) 989-2444	Mitch Kron	Melissa	12:27 PM	1/17/2012	Emailed request - Awaiting response
BIG Studio	(562) 989-2444	Mitch Kron	Mitch	12:58 PM	1/17/2012	Will not bid this opportunity
Omega Uniform Systems	(877) 700-8904	Sherri Dennison	Sherri	4:15 PM	1/19/2012	Will not bid this opportunity
Cosar International Corp	(949) 455-1548	Sherry Chen	Melissa	12:25 PM	2/1/2012	Melissa will re-email request
Cosar International Corp	(949) 455-1548	Sherry Chen	Sherry	1:49 PM	2/1/2012	Will not bid this opportunity

Castro, Melissa

From: Mitch Kron [mitch@bigstudio.com]
Sent: Tuesday, January 17, 2012 12:58 PM
To: Castro, Melissa
Subject: Re: Request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories

Melissa,

We appreciate the opportunity to participate in this bid process for Long Beach Fire Department uniforms, accessories & miscellaneous equipment. Unfortunately we will not be able to quote #PA-02112 because we do not supply these types of materials. Thank you again for your consideration.

Regards,

Mitch Kron / BIG Studio Inc.
1247 E Hill Street / Signal Hill, CA 90755
Phone 562 989-2444 x23 / Fax 562 989-2447
mitch@bigstudio.com
www.bigstudio.com

----- Original Message -----

From: [Castro, Melissa](#)
To: [Mitch Kron](#)
Sent: Tuesday, January 17, 2012 12:27 PM
Subject: Request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories

Hi Mr. Kron,

Please see attached request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories for the City of Long Beach. Would you be able to respond?

Thank you,

MELISSA CASTRO | CONTRACTS MANAGER | Galls LLC
2789 Long Beach Boulevard | Long Beach, CA 90806 | 562.424.4646 ext. 46 | Cell: 562.305.6176 | Fax: 562.424.4654 |
castro-melissa@galls.com

Castro, Melissa

From: Castro, Melissa

Sent: Tuesday, January 17, 2012 12:27 PM

To: 'Mitch Kron'

Subject: Request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories

Hi Mr. Kron,

Please see attached request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories for the City of Long Beach. Would you be able to respond?

Thank you,

MELISSA CASTRO | CONTRACTS MANAGER | Galls LLC

2789 Long Beach Boulevard | Long Beach, CA 90806 | 562.424.4646 ext. 46 | Cell: 562.305.6176 | Fax: 562.424.4654 |

castro-melissa@galls.com

1/17/2012



2789 Long Beach Boulevard
Long Beach, CA 90806
Ph: (562) 424-4646
Fax: (562) 424-4654
www.galls.com

January 17, 2012

BIG Studio
1247 E. Hill Street
Signal Hill, CA 90755
Attn: Mitch Kron

Dear Mr. Kron:

We are looking for SBEs, VSBES, and LSBES to provide price quotes for assistance in providing Fire Department Uniforms and Accessories including body armor for the City of Long Beach. Approximately 65% of the items are uniforms, 20% of the items are footwear and accessories, 10% of the items are body armor, and 5% of the items are alterations. We are also looking for price quotes for courier services to ship the items. This is in response to the City of Long Beach's Invitation to Bid #PA-02112 for Fire Department Uniforms and Accessories. Would you kindly provide us with a price quote for any of the products or services listed above that you would be able to provide? If you are interested in providing a quote, please contact me via phone, fax or e-mail, and I will immediately send you the specifics via fax or e-mail.

Any assistance that can be provided would be appreciated. Please send to:

Galls, LLC
Attn: Melissa Castro, Contracts Manager
2789 Long Beach Boulevard
Long Beach, CA 90806
Phone: (562) 424-4646 ext. 46
Fax: (562) 424-4654
Email: castro-melissa@galls.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Melissa Castro'.

Melissa Castro
Contracts Manager
Galls, LLC

Castro, Melissa

From: sherry.chen@cosarusa.com
Sent: Wednesday, February 01, 2012 1:49 PM
To: Castro, Melissa
Subject: Re: FW: Request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories

Dear Melissa,

Thank you for the invitation to bid #PA-02112 for Fire Department Uniforms and Accessories for the City of Long Beach.

I am sorry I cannot participate in this bid. This is not in my line of items. My items are more particular to the safety and protection of personnel on the job. Hard hats, goggles, gloves, coveralls, aprons etc. Also, medical supply for sanitation and protection like disposable glove, masks, etc. I also have a line of janitorial supply.

Hope to make a match for you on future bids.

Please keep in touch.

Sherry Chen
Cosar International Corp.
23881 Via Fabricante #523
Mission Viejo, CA 92691
Tel 949-455-1548
Fax 949-454-8842
www.cosarusa.com

On February 1, 2012 at 3:27 PM "Castro, Melissa" <Castro-Melissa@galls.com> wrote:

> Hi Sherry,
>
>
>
> Per our phone conversation, here is the original request.
>
>
>
> Thank you,
>
> MELISSA CASTRO | CONTRACTS MANAGER | Galls LLC
> 2789 Long Beach Boulevard | Long Beach, CA 90806 | 562.424.4646
> ext. 46
> | Cell: 562.305.6176 | Fax: 562.424.4654 | castro-melissa@galls.com

> <mailto:castro-melissa@galls.com>

2/1/2012

>
> -----Original Message-----
> From: Castro, Melissa
> Sent: Tuesday, January 17, 2012 12:21 PM
> To: 'sherry.chen@cosarusa.com'
> Subject: Request for quote for Bid #PA-02112 for Fire Department
> Uniforms and Accessories
>
>
>
> Hi Ms. Chen,
>
>
>
> Please see attached request for quote for Bid #PA-02112 for Fire
> Department Uniforms and Accessories for the City of Long Beach.
Would
> you be able to respond?
>
>
>
> Thank you,
>
> MELISSA CASTRO | CONTRACTS MANAGER | Galls LLC
> 2789 Long Beach Boulevard | Long Beach, CA 90806 | 562.424.4646
ext. 46
> | Cell: 562.305.6176 | Fax: 562.424.4654 | castro-melissa@galls.com

> <mailto:castro-melissa@galls.com>
>
>
>

Castro, Melissa

From: Castro, Melissa
Sent: Wednesday, February 01, 2012 12:28 PM
To: 'sherry.chen@cosarusa.com'
Subject: FW: Request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories

Hi Sherry,

Per our phone conversation, here is the original request.

Thank you,

MELISSA CASTRO | CONTRACTS MANAGER | Galls LLC
2789 Long Beach Boulevard | Long Beach, CA 90806 | 562.424.4646 ext. 46 | Cell: 562.305.6176 | Fax: 562.424.4654 |
castro-melissa@galls.com

-----Original Message-----

From: Castro, Melissa
Sent: Tuesday, January 17, 2012 12:21 PM
To: 'sherry.chen@cosarusa.com'
Subject: Request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories

Hi Ms. Chen,

Please see attached request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories for the City of Long Beach. Would you be able to respond?

Thank you,

MELISSA CASTRO | CONTRACTS MANAGER | Galls LLC
2789 Long Beach Boulevard | Long Beach, CA 90806 | 562.424.4646 ext. 46 | Cell: 562.305.6176 | Fax: 562.424.4654 |
castro-melissa@galls.com

2/1/2012

Castro, Melissa

From: Castro, Melissa

Sent: Tuesday, January 17, 2012 12:21 PM

To: 'sherry.chen@cosarusa.com'

Subject: Request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories

Hi Ms. Chen,

Please see attached request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories for the City of Long Beach. Would you be able to respond?

Thank you,

MELISSA CASTRO | CONTRACTS MANAGER | Galls LLC

2789 Long Beach Boulevard | Long Beach, CA 90806 | 562.424.4646 ext. 46 | Cell: 562.305.6176 | Fax: 562.424.4654 |

castro-melissa@galls.com

1/17/2012



2789 Long Beach Boulevard
Long Beach, CA 90806
Ph: (562) 424-4646
Fax: (562) 424-4654
www.galls.com

January 17, 2012

Cosar International Corp.
23881 Via Fabricante #523
Mission Viejo, CA 92691
Attn: Sherry Chen

Dear Ms. Chen:

We are looking for SBEs, VSBES, and LSBES to provide price quotes for assistance in providing Fire Department Uniforms and Accessories including body armor for the City of Long Beach. Approximately 65% of the items are uniforms, 20% of the items are footwear and accessories, 10% of the items are body armor, and 5% of the items are alterations. We are also looking for price quotes for courier services to ship the items. This is in response to the City of Long Beach's Invitation to Bid #PA-02112 for Fire Department Uniforms and Accessories. Would you kindly provide us with a price quote for any of the products or services listed above that you would be able to provide? If you are interested in providing a quote, please contact me via phone, fax or e-mail, and I will immediately send you the specifics via fax or e-mail.

Any assistance that can be provided would be appreciated. Please send to:

Galls, LLC
Attn: Melissa Castro, Contracts Manager
2789 Long Beach Boulevard
Long Beach, CA 90806
Phone: (562) 424-4646 ext. 46
Fax: (562) 424-4654
Email: castro-melissa@galls.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Melissa Castro'.

Melissa Castro
Contracts Manager
Galls, LLC

Castro, Melissa

From: Sherri Dennison [sdennison@uniformsystems.com]
Sent: Thursday, January 19, 2012 4:15 PM
To: Castro, Melissa
Subject: RE: Request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories

Hello Melissa,

Thank you for contacting us regarding the quote for the City of Long Beach. We will not be participating in this project.

Many thanks,
Sherri



Sherri Dennison
Vice President of Sales

Tel: 1.877.700.8904 1.604.708.8904
Email: sdennison@uniformsystems.com
Visit us at UniformSystems.com
ISO 9001:2008 certified



From: Castro, Melissa [mailto:Castro-Melissa@galls.com]
Sent: Tuesday, January 17, 2012 12:25 PM
To: Sherri Dennison
Subject: Request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories

Hi Ms. Dennison,

Please see attached request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories for the City of Long Beach. Would you be able to respond?

Thank you,

MELISSA CASTRO | CONTRACTS MANAGER | Galls LLC
2789 Long Beach Boulevard | Long Beach, CA 90806 | 562.424.4646 ext. 46 | Cell: 562.305.6176 | Fax: 562.424.4654 |
castro-melissa@galls.com

Castro, Melissa

From: Castro, Melissa

Sent: Tuesday, January 17, 2012 12:25 PM

To: 'sdennison@uniformsystems.com'

Subject: Request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories

Hi Ms. Dennison,

Please see attached request for quote for Bid #PA-02112 for Fire Department Uniforms and Accessories for the City of Long Beach. Would you be able to respond?

Thank you,

MELISSA CASTRO | CONTRACTS MANAGER | Galls LLC

2789 Long Beach Boulevard | Long Beach, CA 90806 | 562.424.4646 ext. 46 | Cell: 562.305.6176 | Fax: 562.424.4654 |

castro-melissa@galls.com



2789 Long Beach Boulevard
Long Beach, CA 90806
Ph: (562) 424-4646
Fax: (562) 424-4654
www.galls.com

January 17, 2012

Omega Uniform Systems
1465 Slater Road
Ferndale, WA 90248-5007
Attn: Sherri Dennison

Dear Ms. Dennison:

We are looking for SBEs, VSBES, and LSBES to provide price quotes for assistance in providing Fire Department Uniforms and Accessories including body armor for the City of Long Beach. Approximately 65% of the items are uniforms, 20% of the items are footwear and accessories, 10% of the items are body armor, and 5% of the items are alterations. We are also looking for price quotes for courier services to ship the items. This is in response to the City of Long Beach's Invitation to Bid #PA-02112 for Fire Department Uniforms and Accessories. Would you kindly provide us with a price quote for any of the products or services listed above that you would be able to provide? If you are interested in providing a quote, please contact me via phone, fax or e-mail, and I will immediately send you the specifics via fax or e-mail.

Any assistance that can be provided would be appreciated. Please send to:

Galls, LLC
Attn: Melissa Castro, Contracts Manager
2789 Long Beach Boulevard
Long Beach, CA 90806
Phone: (562) 424-4646 ext. 46
Fax: (562) 424-4654
Email: castro-melissa@galls.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Melissa Castro', with a horizontal line extending to the right.

Melissa Castro
Contracts Manager
Galls, LLC

Company Name	Address	City	State	Zip	Contact	Available MBEs	Phone	Fax	Business Type	NIGP	NAICS
BIG Studio	1247 E. Hill St	Signal Hill	CA	90755	MITCH KRON	mitch@bigstudio.com	562-989-2444	562-989-2447	OSB	20000-CLOTHING, APPAREL, UNIFORMS, A 26600-PRINTING AND RELATED SERVICES	323113-Commercial Screen Printing
Cosar International Corp.	23881 Via Fabricante #523	Mission Viejo	CA	92691		sherry.chen@cosarusa.com	949-455-1548	949-454-8842	NAP, OSB, FSB, D BE, MBE, WBE	20000-CLOTHING, APPAREL, UNIFORMS, A 61500-OFFICE SUPPLIES, GENERAL 62000-OFFICE SUPPLIES: TONERS & CARTRIDGES	Clothing and Furnishings Merchant Wholesalers Mills Supplies Merchant Wholesalers Supplies Merchant Wholesalers Supplies Manufacturing and Infants' Clothing and Accessories Merchant
Omega Uniform Systems	1465 Slater Road	Ferndale	WA	90248-5007		sdennison@uniformsystems.com	877-700-8904	877-700-8905	WBE	20000-CLOTHING, APPAREL, UNIFORMS, A	and Sew Shirt (except Work Shirt) Manufacturing

Approximately 65% of the items are uniforms, 20% of the items are footwear and accessories, 10% of the items are body armor, and 5% of the items are alterations.

Estimator

Project Coordinator
Melissa Castro

Contact Information
2789 Long Beach Blvd.
Long Beach, California
90806
Tel: 562-424-4646
Fax: 562-424-4654

Galls, LLC

is seeking qualified SBE, VSBE, LSBEs

Project Name

Fire Department Uniforms and Accessories

Awarding Agency

City of Long Beach

Project Location

Long Beach, Los Angeles, California

Bid Date & Time

02/16/2012 at 11:00 A.M

Bid/Contract #

PA-02112

Project Details

We are looking for SBEs, VSBEs, and LSBEs to provide price quotes for assistance in providing Fire Department Uniforms and Accessories including body armor for the City of Long Beach. Approximately 65% of the items are uniforms, 20% of the items are footwear and accessories, 10% of the items are body armor, and 5% of the items are alterations. We are also looking for price quotes for courier services to ship the items. This is in response to the City of Long Beach's Invitation to Bid #PA- 02112 for Fire Department Uniforms and Accessories. We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

**Trade Journal Ad created on 01/17/2012 at 11:32AM
Posted to website at www.dbegoodfaith.net**

Trade Journal Ad

Galls, LLC is Seeking Qualified

SBE, VSBE, LSBE

Bid Due Date : 02/16/2012 at 11:00 A.M Bid No : PA-02112

Contact Estimator :

Project Name : Fire Department Uniforms and Accessories
Agency Name : City of Long Beach
Project City : Long Beach
Project County : Los Angeles
Project State : California
Project Details :

We are looking for SBEs, VSBEs, and LSBEs to provide price quotes for assistance in providing Fire Department Uniforms and Accessories including body armor for the City of Long Beach. Approximately 65% of the items are uniforms, 20% of the items are footwear and accessories, 10% of the items are body armor, and 5% of the items are alterations. We are also looking for price quotes for courier services to ship the items. This is in response to the City of Long Beach's Invitation to Bid #PA- 02112 for Fire Department Uniforms and Accessories. We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

Contact Details : Melissa Castro
2789 Long Beach Blvd.
Long Beach, California, 90806
Tel: 562-424-4646
Fax: 562-424-4654

We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

Castro, Melissa

From: no reply [noreply@dbegoodfaith.com]
Sent: Tuesday, January 17, 2012 11:32 AM
To: Castro, Melissa
Subject: DBE Goodfaith Inc. Customer Receipt/Purchase Confirmation

Thank you for your order!

Order Information

Merchant: DBE Goodfaith Inc.
Description: Payment for Ads
Invoice Number: 626-14475
Customer ID: 626

Billing Information

Melissa Castro
17879 La Rosa Lane
Fountain Valley, CA 92708
US
castro-melissa@galls.com

Shipping Information

Total: US \$30.00

Visa

Date/Time: 17-Jan-2012 11:31:58 AM PT
Transaction ID: 4116995926

Estimator

Project Coordinator
Melissa Castro

Contact Information
2789 Long Beach Blvd.
Long Beach, California
90806
Tel: 562-424-4646
Fax: 562-424-4654

Galls, LLC

is seeking qualified SBE, VSBE, LSBEs

Project Name

Fire Department Uniforms and Accessories

Awarding Agency

City of Long Beach

Project Location

Long Beach, Los Angeles, California

Bid Date & Time

02/16/2012 at 11:00 A.M

Bid/Contract #

PA-02112

Project Details

We are looking for SBEs, VSBEs, and LSBEs to provide price quotes for assistance in providing Fire Department Uniforms and Accessories including body armor for the City of Long Beach. Approximately 65% of the items are uniforms, 20% of the items are footwear and accessories, 10% of the items are body armor, and 5% of the items are alterations. We are also looking for price quotes for courier services to ship the items. This is in response to the City of Long Beach's Invitation to Bid #PA- 02112 for Fire Department Uniforms and Accessories. We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

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Posted to website at www.dbegoodfaith.net

Trade Journal Ad

Galls, LLC is Seeking Qualified

SBE, VSBE, LSBE

Bid Due Date : 02/16/2012 at 11:00 A.M Bid No : PA-02112

Contact Estimator :

Project Name : Fire Department Uniforms and Accessories
Agency Name : City of Long Beach
Project City : Long Beach
Project County : Los Angeles
Project State : California
Project Details :

We are looking for SBEs, VSBEs, and LSBEs to provide price quotes for assistance in providing Fire Department Uniforms and Accessories including body armor for the City of Long Beach. Approximately 65% of the items are uniforms, 20% of the items are footwear and accessories, 10% of the items are body armor, and 5% of the items are alterations. We are also looking for price quotes for courier services to ship the items. This is in response to the City of Long Beach's Invitation to Bid #PA- 02112 for Fire Department Uniforms and Accessories. We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

Contact Details : Melissa Castro
2789 Long Beach Blvd.
Long Beach, California, 90806
Tel: 562-424-4646
Fax: 562-424-4654

We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

LONG BEACH FIRE DEPARTMENT UNIFORMS**FIREFIGHTER'S UNIFORMS**

	Manufacturer & Style No.	Unit Price
1. Trousers		
a. Men's Firefighter Midnight Navy Nomex 400NMX75MN Workrite or approved equal	Workrite #400NMX-75-MN	\$ 84.95
b. Women's Firefighter Midnight Navy Nomex 401NM75MN Workrite or approved equal	Workrite #401NMX-75-MN	\$ 91.45
c. Service/Dress, 100% Dacron polyester, black, Tact Squad #7002 or approved equal (Alternate Manuf./Brand/Model: Tact Squad #7002)	Tact Squad #7002	\$ 11.85
d. Service/Dress, cotton blend, # 112511 or approved equal	Edwards #112511	\$ 22.25
e. Men's Firefighter Midnight Navy Nomex Full Cut 402NMX75MN Workrite or approved equal	Workrite #402NMX-75-MN	\$ 94.85
f. Men's Firefighter Black Nomex 400NMX75BK Workrite or approved equal	Workrite #400NMX-75-BK	\$109.15
g. Women's Firefighter Black Nomex 401NM75BK Workrite or approved equal	Workrite #401NMX-75-BK	\$114.35
h. Men's Firefighter Black Nomex Full Cut 402NMX75BK Workrite or approved equal	Workrite #402NMX-75-BK	\$ 94.85
i. Dress, Wool, Fechheimer #28P8696 or approved equal (Alternate Manuf./Brand/Model: Fechheimer #28P8696)	Fechheimer #28P8696	\$ 94.15
j. Service, polyester blend, Lion #130 or approved equal	Lion #130	\$ 30.75
k. Deluxe Wool Blend Black Trousers 1004X #030547	United #1004X	\$ 71.45
l. Deluxe 100% Black Polyester Trousers 3910 #031260	Fechheimer #031260	\$ 67.85
m. Blue BDU trousers, NFPA Compliant, TruSpec #1686 (Alternate Manuf./Brand/Model: TruSpec #1686)	TruSpec #1686	\$ 74.15
n. Black Tactical Pants, Cargo, 100% Cotton, 5.11 Tactical #74251-019, Arson only (Alternate Manuf./Brand/Model: 5.11 #74251-019)	5.11 #74251-019	\$ 38.65
o. Khaki Tactical Pants, Cargo, 100% Cotton, 5.11 Tactical #74251-055, Arson only (Alternate Manuf./Brand/Model: 5.11 #74251-055)	5.11 #74251-055	\$ 38.65
p. Navy TruSpec Pants (TR425) LB S&R only	TruSpec #TR425	\$ 36.45
q. Navy TruSpec Pants (4218) LB S&R only	TruSpec #4218	\$ 20.35

1026

LONG BEACH FIRE DEPARTMENT UNIFORMS

FIREFIGHTER'S UNIFORMS		
	Manufacturer & Style No.	Unit Price
2. Shirts		
a. Service/Dress, 65% Dacron polyester, 35% cotton, white, Flying Cross #45W-6600 or approved equal #45W6600 is \$42.35	Flying Cross #35W5400	\$ 32.45
b. Service, Light blue, 65% poly, 35% cotton, Lion or approved equal	Lion #1540	\$ 26.45
c. Men's Firefighter Short Sleeve Midnight Navy Nomex 740NMX45MN Workrite or approved equal	Workrite #740NMX-45-MN	\$ 79.15
d. Women's Firefighter Short Sleeve Midnight Navy Nomex 741NMX45MN Workrite or approved equal	Workrite #741NMX-45-MN	\$ 79.15
e. Men's Firefighter Long Sleeve Midnight Navy Nomex 745NMX45MN Workrite or approved equal	Workrite #745NMX-45-MN	\$ 93.25
f. Women's Firefighter Long Sleeve Midnight Navy Nomex 746NMX45MN Workrite or approved equal	Workrite #746NMX-45-MN	\$ 93.25
g. Men's Firefighter Short Sleeve Black Nomex 740NMX45BK Workrite or approved equal	Workrite #740NMX-45-BK	\$ 79.15
h. Women's Firefighter Short Sleeve Black Nomex 741NMX45BK Workrite or approved equal	Workrite #741NMX-45-BK	\$ 98.85
i. Men's Firefighter Long Sleeve Black Nomex 745NMX45BK Workrite or approved equal	Workrite #745NMX-45-BK	\$116.55
j. Women's Firefighter Long Sleeve Black Nomex 746NMX45BK Workrite or approved equal	Workrite #746NMX-45-BK	\$116.55
k. Service, Polo, Gray (Fire Prevention), Port Authority or approved equal	Port Authority #K420	\$ 15.95
l. Service, Polo, (Marine Safety), Port Authority or approved equal	Port Authority #K420	\$ 15.95
m. Deluxe White Poly/Cotton, Short Sleeve Shift CA66 #110215	Elbeco #CA66	\$ 21.75
n. Deluxe White Poly/Cotton, Long Sleeve Shift CA99 #011633	Elbeco #CA99	\$ 26.55
o. Blue, BDU L/S Shirt, NFPA Compliant, TruSpec #1675 (Alternate Manuf./Brand/Model: TruSpec #1675)	TruSpec #1675	\$ 54.15
Blue, BDU L/S Shirt, NFPA Compliant, TruSpec #1676 (Alternate Manuf./Brand/Model: TruSpec #1676)	TruSpec #1676	\$ 59.85
p. Black Polo Shirt, 71182-019 with embroidery and Investigator badge. Arson only (Alternate Manuf./Brand/Model: 5.11 #71182-019)	5.11 #71182-019	\$ 35.85
q. Navy TruSpec Shirt (SH1062) LB S&R only	TruSpec #SH1062	\$ 36.45

1.081.30

LONG BEACH FIRE DEPARTMENT UNIFORMS

FIREFIGHTER'S UNIFORMS		
	Manufacturer & Style No.	Unit Price
3. Hats		
a. Service Hat, blue, Keystone or approved equal. (Alternate Manuf./Brand/Model: Keystone #R-13)	Keystone #R-13	\$ 46.45 -
b. Service Hat, white cover, black brim, Keystone or approved equal (Alternate Manuf./Brand/Model: Keystone #R-13 SPEC1)	Keystone #R-13SPEC1	\$ 51.05 -
c. Service Hat, white cover, black brim, with Gold "scrambled egg" braid (Navy Captain), Keystone or approved equal (Alternate Manuf./Brand/Model: Keystone #R-13 SPEC2)	Keystone #R-13SPEC2	\$ 92.85 -
d. Service Hat, white cover, black brim, with Gold "scrambled egg" braid (Navy Admiral), Keystone or approved equal (Alternate Manuf./Brand/Model: Keystone #R-13 SPEC3)	Keystone #R-13SPEC3	\$100.05 -
e. Chin Strap, gold bullion fabric #140454, or approved equal	Cadet #140454	\$ 7.15 -
f. Hatband, Silver Metal #140451, or approved equal	Cadet #140451	\$ 7.15 -
4. Jackets		
a. Service, blue, Workrite or approved equal	Workrite #326NMIX-75-MN	\$112.65 -
b. Service, black, Workrite or approved equal	Workrite #326NMIX-75-BK	\$140.85 -
c. Service, lightweight (Fire Prevention)	Galls #JA085	\$ 28.85 -
d. Service, Windbreaker, black nylon	Tact Squad #DC11111B	\$ 9.65 -
e. Service/Lifeguard Red, Galls JA085 or approved equal	Galls #JA085	\$ 28.85 -
f. Service, black, "Weather IV" or approved equal	Spiewak #SH3465	\$199.95 -
g. Service, black, Hidden Agenda or approved equal	Spiewak #SH319	\$ 56.05 -
h. Service/Dress, black, wool, "Ike" cut, Fecheimer or approved equal	Fecheimer	\$328.55 -
i. Deluxe Double Breasted Black Wool Dress Fire Coat 10706 #051422	United #10706	\$218.55 -
j. Deluxe Black Wool Ike Jacket 10535 #051421	United #051421	\$185.75 -
k. Blue windbreaker - 320 with embroidery and screening on back. Arson only. (Alternate Manuf./Brand/Model: Cardinal #320)	Cardinal #320	\$ 19.45 -
5. Emblems & Collar Devices		
a. Shoulder, LBFD, regulation, National or approved equal	National #084107	\$ 2.25 -
b. Shoulder, LBFD, Paramedic, National or approved equal	National #087058	\$ 2.25 -
c. Shoulder, LBFD, Lifeguard, National or approved equal	National #095310	\$ 2.25 -

1.600.00

LONG BEACH FIRE DEPARTMENT UNIFORMS

FIREFIGHTER'S UNIFORMS

d. Collar Device, Firefighter, Solid (Silvertone), Blackington or approved equal	Blackington #A2886	\$ 8.65
e. Collar Device, Engineer, Solid (Silvertone), Blackington or approved equal	Blackington #A4216	\$ 8.65
f. Collar Device, Captain, Solid (Silvertone), Blackington or approved equal	Blackington #A2875	\$ 8.65
g. Collar Device, Battalion Chief, Solid (Goldtone), Blackington or approved equal	Blackington #A2874	\$ 11.65
h. Collar Device, Assistant Chief, Solid (Goldtone), Blackington or approved equal	Blackington #A2873	\$ 11.65
i. Collar Device, Deputy Chief, Solid (Goldtone), Blackington or approved equal	Blackington #A2872	\$ 11.65
j. Collar Device, Chief, Solid (Goldtone), Blackington or approved equal	Blackington #A2871	\$ 11.65
k. Shoulder, LBFD, Lifeguard, Blackinton or approved equal	National #095310	\$ 2.25
l. Collar Device, Captain, Open (Silvertone) Blackinton or approved equal	Blackinton #A2909-2	\$ 12.85
m. Collar Device, Battalion Chief, Open (Goldtone) Blackinton or approved equal	Blackinton #A2908	\$ 14.65
n. Collar Device, Assistant Chief, Open (Goldtone) Blackinton or approved equal	Blackinton #A2907	\$ 14.65
o. Collar Device, Deputy Chief, Open (Goldtone) Blackinton or approved equal	Blackinton #A2906	\$ 14.65
p. Collar Device, Chief, Open (Goldtone) Blackinton or approved equal	Blackinton #A2905	\$ 14.65
q. Maltese Service Crosses (Gold or Silver), Blackinton or approved equal	Blackinton #A2493	\$ 11.05
r. Silver Striping, 1/2"	Galls	\$ 10.05
s. Gold Striping, 1/2"	Galls	\$ 10.05
t. Gold Striping, 2"	Galls	\$ 14.35
6. Neckwear		
a. Black, silk, 4-in hand, Smoothie or approved equal	Sam Broome #45135	\$ 3.75
b. Blue, silk, 4-in hand, Smoothie or approved equal	Sam Broome #45135	\$ 3.75
c. Black, silk, clip-on, Smoothie or approved equal	Sam Broome #45015	\$ 3.75
d. Blue, silk, clip-on, Smoothie or approved equal	Sam Broome #45015	\$ 3.75
7. Shoes and Boots		
a. Black shoe, Claimo, plain, leather, Thorogood #831-6114 or approved equal	Thorogood #831-6114	\$ 93.05
b. Black leather, low-cut, lace-up, Chukka Boot, Thorogood #834-6246 or approved equal	Thorogood #834-6246	\$105.65
c. Service shoe, Postman style, Thorogood #804 or approved equal	Thorogood #804-6086	\$ 68.45
d. Service shoe, Postman style, Thorogood #834 or approved equal	Thorogood #834-6027	\$ 84.35

LONG BEACH FIRE DEPARTMENT UNIFORMS

FIREFIGHTER'S UNIFORMS

e. Station pull on boot, ankle high, steel toe Thorogood #804-6026 or approved equal	Thorogood #804-6026	\$ 95.05
f. Ankle boot, steel toe Redback pull on #BSBBK, or approved equal	Redback #USBBK	\$127.15
g. Ankle boot, lace up with zipper on the side, steel toe Haix #605106 X1 men's or approved equal	Haix #605106 - DISCONTINUED	
h. Ankle boot, lace up with zipper on the side, steel toe Haix #605111 R1 men's or approved equal (Alternate Manuf./Brand/Model: Haix #605111)	Haix #605111	\$238.65
i. Ankle boot, lace up with zipper on the side, steel toe Haix #605112 R1 women's or approved equal (Alternate Manuf./Brand/Model: Haix #605112)	Haix #605112	\$238.65
k. Black leather, low-cut high dress Airpower Chucka C35 #102110, or approved equal	Airpower #102110	\$136.25
l. Black leather, Haix 8" Xtreme #504204 or approved equal (Midland / US&R dual compliance)	Haix #504204	\$381.05
m. Black leather, Globe 10" speed Lace #2201010, or approved equal (Midland / US&R dual compliance)	Globe #2201010	\$403.05
n. Black leather, Pro Warrington, 8" Technical Rescue # 6006, or approved equal (Midland / US&R dual compliance)	Pro Warrington #6006	\$381.75
8. Miscellaneous		
a. Removal of Maltese crosses (#5-q)	Galls	\$ 2.85
b. Removal of gold or silver striping (#5-r, s, t)	Galls	\$ 4.25
c. Miscellaneous embroidery or name tapes and badges (furnish price list)	See Attached List	
d. Miscellaneous alterations to previously purchased Clothing (furnish price list)	See Attached List	
e. Flashlight, Stinger, with charger #75001 or approved equal	Stinger #75001	\$ 81.65
f. Charger, DC, Stinger #22051 or approved equal	Stinger #22051	\$ 8.65
g. Battery Pack	Galls #FL314	\$ 15.35
h. Firefighter's belt (no buckle), leather, black, Chambers or approved equal	Chamber #6010-01	\$ 9.45
i. Command Officer Uniform, (trousers and coat), Black Wool or Wool Blend, Fecheimer or approved equal	Fecheimer	\$402.85
j. Coveralls, blue, long sleeve, Lion or approved equal	Redkap #CT10NV	\$ 26.45
k. Sweater, deluxe cardigan, blue	School Apparel #6300	\$ 23.15

2576.71

LONG BEACH FIRE DEPARTMENT UNIFORMS

FIREFIGHTER'S UNIFORMS

l. Body Armor, Bronze IIIA, NIJ 0101.06 Standard, with 2 panels, soft trauma plate in heavyweight nylon outer carrier with LBF-D patches on front and back, embroidered nametape showing ballistic expiration date sewn on back. Must be most up to date NIJ Standard.	Galls #BP449 + BP166C	\$ 439.99
m. Replacement front and back panels, Level IIIA, for body armor above	Gall #BP449 - carrier	\$304.95
n. Replacement soft trauma plate for body armor above	Galls #BP183	\$ 16.75
o. Replacement heavyweight nylon for body armor above	Galls #BP166C	\$132.55
p. Clip on badge holder for belt. Arson only	Galls #BC246	\$ 3.95
Section Sub-Total		\$7,850.64
Sales Tax (8.25 %)		\$ 647.68
Section Net Total		\$ 8,498.32

PAYMENT TERMS: 0% Net 30



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
562.570.6164

February 14, 2012

NOTICE TO BIDDERS

ADDENDUM NO. 4
BID NO. PA-02112
FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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

This addendum is posted to announce the extension of the bid due date. **Please note the revised bid due date and time below.**

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

BID DUE DATE: Thursday, February 23, 2012
TIME: 11:00 am

If you have any questions regarding this addendum please submit to
Regina.Benavides@longbeach.gov

Prepared By: Regina Benavides Date: February 14, 2012

Buyer

Acknowledged By: Nick Darin Date: February 20, 2012

Signature

Nick Darin

Print Name

Chief Financial Officer

Title

Galls, LLC

Company Name

STATE OF KV
COUNTY OF Fauola

Sworn to (or affirmed) and subscribed before me
this 20th day of Feb, 2012, by Nick Darin

Nancy Faulconer
Notary Public's Signature

Nancy Faulconer
Notary Name

Personally Known X OR
Type of Identification Produced _____



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
562.570.6164

February 9, 2012

NOTICE TO BIDDERS

ADDENDUM NO. 3
BID NO. PA-02112
FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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

This addendum includes the questions that were asked by prospective bidders and the responses that were provided by City representatives. Please note that an additional addendum will be posted with the responses to the proposed alternates.

Q: What is the effective start date of the contract and when would Long Beach Fire personnel expect first trousers-shirts for the new contract?

A: The effective start date will be determined after the evaluation process has been completed.

Q: Trousers, Page 15 of 19, letter J confirm LION style number to be #0130-30

A: Please refer to the revised bid section, included in Addendum No. 2, for this information.

Q: Trousers, Page 15 of 19, letter M. It states the BDU pants to be NFPA compliant. What specific specification should they comply to? NFPA 1975, NFPA 1977, or NFPA 1951, or all three?

A: Compliant to the standard relevant for its intended use. For this garment, it is dual Wildland/USAR.

Q: Shirts, Page 15 of 19, letter B. Confirm the specific LION style number and whether the shirt is short sleeve or long sleeve.

A: This should go through the "or equal" process. We will use both short and long sleeve.

Q: Jackets, Page 16 of 19, letter A. Please confirm the Workrite style number.

A: Please refer to the revised bid section, included in Addendum No. 2, for this information.

Q: Is it possible to receive the Part Number, Manufacturer, and/or Model Number for the following item: 8. miscellaneous, g. Battery Pack on Page 19 of 19?

A: Please refer to the revised bid section, included in Addendum No. 2, for this information.

Q: Is it possible to receive the Part Number, Manufacturer, and/or Model Number for the following items: 8. Miscellaneous, l. through o., Safariland Body Armor itemson Page 19 of 19?

A: Please refer to the revised bid section, included in Addendum No. 2, for this information.

Q: We understand that the Body Armor items might be removed and bid separately; however, if they are not, we wanted to confirm exactly what we should bid.

A: Please refer to the revised bid section, included in Addendum No. 2, for this information.

Q: For the SBE/VSBE/LSBE Good Faith Effort on Attachment A, page 4 of 10, we are required to submit the copy of the pre-proposal meeting sign-in sheet. Is it possible to receive a copy of the sign-in sheet?

A: Please refer to Addendum No. 1, for a copy of the sign-in sheet collected at the mandatory pre-bid meeting.

Q: The bid states that it may be awarded to one bidder, awarded as separate items or groups of items to various bidders. Is it required for a bidder to bid on all of the items in a group? For example, does a bidder have to bid on all items under Trousers (a through q, page 15 of 19) or all items under Shoes and Boots (a through n, page 18 of 19)? Or can a bidder bid on just one or two items in the category?

A: Bidders are not required to bid on all items in each section/category.

Q: Will a bidder be disqualified if its facility not located within Long Beach or within two miles of the city limits? (Page 2 of 19)

A: This should be addressed with the exception process. The intent is that the facility be conveniently located. We will define if its suits our needs.

Q: (Page 15 of 19) C. Horace Small #1260 does not exist now. What item is correct?

A: Please refer to the revised bid section, included in Addendum No. 2, for this information.

Q: (Page 15 of 19) D. Service/Dress, cotton blend #112511- What item is this?

A: Please refer to the revised bid section, included in Addendum No. 2, for this information.

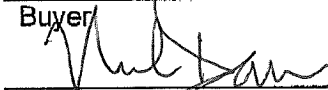
Q: (Page 15 of 19) l. Dress Wool, Fechheimer #Q82-56-4 – incorrect number. What is correct?

A: Please refer to the revised bid section, included in Addendum No. 2, for this information.

- Q: (Page 15 of 19) M. Blue BDU Trouser. Which one?**
A: Please refer to the revised bid section, included in Addendum No. 2, for this information. The key stipulation is that it is compliant to the standard intended for its use. Dual Wildland/USAR.
- Q: (Page 15 of 19) M. Blue BDU Trouser. Which one?**
Section 2 Shirts, B. Service, Light Blue – Part Number?
A: Please refer to the revised bid section, included in Addendum No. 2, for this information.
- Q: (Page 16 of 19) K.& I. Service Polo – Part Number?**
O. Blue BDU Blouse- Part Number?
P. Polo- 71048-19 – Brand?
3. Hats, A, B, C, D. Service Hat – Part Numbers?
4. Jackets, A. Service, workrite – Part Number?
A: Please refer to the revised bid section, included in Addendum No. 2, for this information.
- Q: (Page 17 of 19) B-H – Part Numbers?**
A: Please refer to the revised bid section, included in Addendum No. 2, for this information.
- Q: (Page 18 of 19) 7. Shoes and Boots, G. Ankle Boot- Old part Number- new number 605111 x1**
H. Ankle Boot- Old Part Number- new number 605107 x1
I & K. Black Leather Chukka- brand?
A: Please refer to the revised bid section, included in Addendum No. 2, for this information.
- Q: (Page 19 of 19) 8. Miscellaneous, G. battery pack- to what?**
A: It is in the same category as the "Stinger" light
- Q: (Page 19 of 19) I. Command officer uniform- need more specifics to what you are currently in or would like to be in (full wool or blend)**
A: Please refer to the revised bid section, included in Addendum No. 2, for this information.
- Q: (Page 19 of 19) I. Body Armor- Will need new part numbers.**
A: Please refer to the revised bid section, included in Addendum No. 2, for this information.

If you have any questions regarding this addendum please submit to
Regina.Benavides@longbeach.gov

Prepared By: Regina Benavides Date: February 9, 2012

Acknowledged By:  Date: February 10, 2012

Signature

Nick Darin

Print Name

Chief Financial Officer

Title

Galls, LLC

Company Name



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
562.570.6164

February 6, 2012

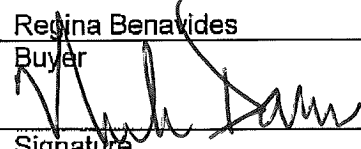
NOTICE TO BIDDERS

ADDENDUM NO. 2
BID NO. PA-02112
FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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

This addendum includes a revised Bid Section. Please complete the attached UPDATED version of the Bid Section in lieu of the original that was posted with the bid document.

If you have any questions regarding this addendum please submit to
Regina.Benavides@longbeach.gov

Prepared By:	<u>Regina Benavides</u>	Date:	<u>February 6, 2012</u>
	<u>Buyer</u>		
Acknowledged By:	<u></u>	Date:	<u>February 10, 2012</u>
	<u>Signature</u>		
	<u>Nick Darin</u>		
	<u>Print Name</u>		
	<u>Chief Financial Officer</u>		
	<u>Title</u>		
	<u>Galls, LLC</u>		
	<u>Company Name</u>		

LONG BEACH FIRE DEPARTMENT UNIFORMS

*******UPDATED*******

BID SECTION

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

SALES TAX

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

SUMMARY OF BID ITEMS

SEE ATTACHED

NOTE: The revisions have been highlighted in yellow.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
562.570.6164

February 17, 2012

NOTICE TO BIDDERS

ADDENDUM NO. 5
BID NO. PA-02112
FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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

This addendum includes the proposed alternates and the Long Beach Fire Department's response to each line item. **Please see attached spreadsheet for the approved equals list.**

If you have any questions regarding this addendum please submit to
Regina.Benavides@longbeach.gov

Prepared By: Regina Benavides Date: February 17, 2012
Buyer
Acknowledged By: Nick Darin Date: February 20, 2012
Signature
Nick Darin
Print Name
Chief Financial Officer
Title
Galls, LLC
Company Name

STATE OF KY
COUNTY OF Fayette

Sworn to (or affirmed) and subscribed before me
this 20th day of Feb, 2012, by Nick Darin

Nancy Faulconer Notary Public's Signature
Personally Known X OR Notary Name
Type of Identification Produced _____

CITY OF LONG BEACH PA-02112, LONG BEACH FIRE DEPARTMENT

ORIGINAL BID SPECIFICATION			PROPOSED ALTERNATE		
Item No.	Description	Workrite Style No.	LION Style No.	LION Product Description	Approved/ Denied
TROUSERS					
1A	Men's Firefighter Midnight Navy Nomex 400NMX75MN Workrite or approved equal	400NMX75MN	2240-20	Triple Needle Trs., 7.5 oz., Plain Weave, Regular Cut, Nomex	DENIED
1B	Women's Firefighter Midnight Navy Nomex 401NM75MN Workrite or approved equal	401NMX75MN	7190-10	Female - Triple Needle Trs., 7.5 oz., Plain Weave, Regular Cut, Nomex	DENIED
1E	Men's Firefighter Midnight Navy Nomex Full Cut 402NMX75MN Workrite or	402NMX75MN	2241-20	Triple Needle Trs., 7.5 oz., Plain Weave, Full Cut, Nomex	DENIED
1F	Men's Firefighter Black Nomex 400NMX75BK Workrite or approved equal	400NMX75BK	2240BK-10	Triple Needle Trs., 7.5 oz., Plain Weave, Regular Cut, Nomex-Black	DENIED
1G	Women's Firefighter Black Nomex 401NM75BK Workrite or approved equal	401NMX75BK	7190-00	Female - Triple Needle Trs., 7.5 oz., Plain Weave, Regular Cut, Nomex-Black	DENIED
1H	Men's Firefighter Black Nomex Full Cut 402NMX75BK Workrite or approved equal	402NMX75BK	2241BK-10	Triple Needle Trs., 7.5 oz., Plain Weave, Full Cut, Nomex-Black	DENIED
1M	Blue BDU trousers, NFPA Compliant	N/A	BDU1951P-00	Tri Certified to NFPA 1975, 1977, & 1951	DENIED
SHIRTS					
2C	Men's Firefighter Short Sleeve Midnight Navy Nomex 740NMX45MN Workrite or approved equal (Western yoke)	740NMX45MN	1458-00	Battalion Series Western Yoke, Nomex, S/S Shirt	DENIED
2D	Women's Firefighter Short Sleeve Midnight Navy Nomex 741NMX45MN Workrite or approved equal (Western yoke)	741NMX45MN	1458-00	Battalion Series Western Yoke, Nomex, S/S Shirt (unisex)	DENIED
2E	Men's Firefighter Long Sleeve Midnight Navy Nomex 745NMX45MN (Western yoke)	745NMX45MN	1458LS-00	Battalion Series Western Yoke, Nomex, L/S Shirt	DENIED
2F	Women's Firefighter Long Sleeve Midnight Navy Nomex 746NMX45MN Workrite or approved equal (Western yoke)	746NMX45MN	1458BKLS-00	Battalion Series Western Yoke, Nomex, L/S Shirt (unisex)	DENIED
2G	Men's Firefighter Short Sleeve Black Nomex 740NMX45BK Workrite or approved equal (Western yoke)	740NMX45BK	1458BK-00	Battalion Series Western Yoke, Nomex, S/S Shirt -Black	DENIED
2H	Women's Firefighter Short Sleeve Black Nomex 741NMX45BK Workrite or approved equal (Western yoke)	741NMX45BK	1458BK-00	Battalion Series Western Yoke, Nomex, S/S Shirt -Black (unisex)	DENIED
2O	Blue, BDU "Blouse", NFPA Compliant (Western yoke)				DENIED



ATTACHMENT

Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification* and *Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
 - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

A handwritten signature in black ink, appearing to read "Michael Sam", is written over a horizontal line.

Signature of Authorized Representative

Chief Financial Officer

Title of Authorized Representative

Galls, LLC

Business/Contractor/ Agency

2/9/12

Date



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
562.570.6164

February 3, 2012

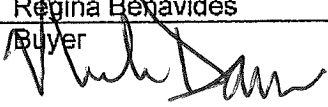
NOTICE TO BIDDERS

ADDENDUM NO. 1
BID NO. PA-02112
FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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

This addendum includes the sign in sheet for those who attended the mandatory pre-bid meeting on 01/23/12.

If you have any questions regarding this addendum please submit to
Regina.Benavides@longbeach.gov

Prepared By:	<u>Regina Benavides</u>	Date:	<u>February 3, 2012</u>
	<u>Buyer</u>		
Acknowledged By:	<u></u>	Date:	<u>February 10, 2012</u>
	<u>Signature</u>		
	<u>Nick Darin</u>		
	<u>Print Name</u>		
	<u>Chief Financial Officer</u>		
	<u>Title</u>		
	<u>Galls, LLC</u>		
	<u>Company Name</u>		