

BID NUMBER ITB LB-14-063—Blueprinting and Reprographic Services

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

**INVITATION TO BID****Blueprinting and Reprographic Services****CONTRACT NO.** _____**1. COMPLETE CONTRACT:**

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

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

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

3. AMOUNT TO BE PAID:

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

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

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

5. DECLARATION OF NON-COLLUSION:

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

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: _____ **ON THE** _____ **DAY OF** _____, **20** _____.

CITY STATE MONTH

COMPANY NAME: _____ **TIN:** _____

(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

PHONE: _____ **FAX:** _____

S/ _____ (SIGNATURE) _____ (TITLE)

_____ (PRINT NAME) _____ (EMAIL ADDRESS)

S/ _____ (SIGNATURE) _____ (TITLE)

_____ (PRINT NAME) _____ (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH

BY _____ **Date** _____

Director of Financial Management

APPROVED AS TO FORM

_____, 20____.

CHARLES PARKIN
CITY ATTORNEY

Deputy

Rev 3.21.14

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation ☐ State of _____

Partnership ☐ State of _____

General ☐ Limited ☐

Joint Venture ☐

Individual ☐

DBA _____

Limited Liability Company ☐ State of _____

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

OPTIONAL

Ethnic (Check one):

☐ Black

☐ Asian

☐ Other Non-white

☐ Hispanic

☐ American Indian

☐ Caucasian

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

☐ Male

☐ Yes - Physically Challenged

☐ Under 65

☐ Female

☐ No – Physically Challenged

☐ Over 65

Is the firm certified as a Disadvantaged Business: ☐ Yes

☐ No

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

☐ Yes

☐ No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

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

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

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

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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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.

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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.

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: May 28, 2014

TIME: 11:00 am

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

ANNE TAKII

BUYER

(562) 570-6362

TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

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 five (5) business days after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

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

YES _____ NO _____

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

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INSTRUCTIONS TO BIDDERS

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.

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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.

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

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the

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

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

30. NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE. As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer 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 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.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

BID NUMBER ITB LB-14-063—Blueprinting and Reprographic Services

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all ties which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section.. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements required herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

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

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

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

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

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

BID NUMBER ITB LB-14-063—Blueprinting and Reprographic Services

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.

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.

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.

1. PROJECT OVERVIEW

The City is seeking Bidders to provide blueprinting and reprographic services to various City Departments. See **Attachment A** for a full list of requested services.

2. BID TIMELINE (ALL TIMES LISTED ARE PACIFIC DAYLIGHT TIME (PDT))

Bid Release Date:	<u>April 28 , 2014</u>
“Approved Equals” Requests and questions due to the City:	<u>May 7, 2014 by 4:00 PM</u>
Response from City to Bidder:	<u>May 13, 2014 by 4:00 PM</u>
Bids Due (no late bids will be accepted):	<u>May 28, 2014 by 11:00 AM</u>

3. BID SUBMISSION INSTRUCTIONS

It is recommended that Bidders visit the City’s website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

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

- _____ Electronic media copy (USB drive, CD or other readable media) including Excel file of Attachment A.
- _____ Reference List (Attachment B)
- _____ W-9 Form and Vendor Application (Attachment D)
- _____ Small Business Certification Form (Attachment C)
- _____ Equal Benefits Ordinance (Attachment E)
- _____ Printout from Secretary of State Website of business entity (Attachment F)

Bidders shall submit one (1) original of the bid marked “ORIGINAL” and electronic media copy of the full bid package on a USB flash drive, CD or other readable media device). This electronic copy should be in the form of a PDF readable document. In addition, please include an electronic file copy of Attachment A as an Excel-readable file on the same USB flash drive/CD. A hard copy shall also be submitted.

All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach
C/O City Clerk
Attn: Anne Takii
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Bids shall be clearly labeled in a sealed envelope or box as follows:

ITB LB-14-063 Blueprinting and Reprographic Services

Bids must be received by 11:00 AM PDT, May 28, 2014. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

4. REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form **Attachment B**.

5. AWARD

The City prefers to award to a single Contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion 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. The City reserves the right to reject at any time any or all bids.

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

6. RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

7. APPROVED EQUAL / ALTERNATE BRANDS

- 7.1 Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent".
- 7.2 The Bidder may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.
- 7.3 If Bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the City in writing by May 7, 2014 by 4:00 PM, PDT. The request shall

include all data necessary to substantiate that the item is equal. The City will notify the bidder, in writing, of approval or disapproval of the equivalent item no later than May 13, 2014 by 4:00 PM, PDT. Approved equal documentation must be e-mailed to Purchasingbids@longbeach.gov, or mailed to City of Long, Purchasing Division, Anne Takii, 333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90808

8. BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

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

Form of Protest

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

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

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

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

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

9. CONTRACT PERIOD

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

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

A. Shall not exceed _____ % during the first renewal period.

B. Shall not exceed _____ % during the second renewal period.

10. 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.

11. BILLING/INVOICING REQUIREMENTS

Contractor shall issue separate account numbers to each department as follows:

Item	Department	Item	Department
1	City Manager – Tidelands	6	Long Beach Gas & Oil
2	Development Services	7	Parks, Recreation & Marine
3	Fire Department	8	Police
4	Harbor Department (Hard copy of invoices)	9	Public Works
5	Long Beach Airport	10	Water (Hard copy of invoices)

Orders can be placed by multiple departments for the same locations. Billing for invoices should correspond to the requesting department, rather than to the location being serviced. Additional accounts may be added if necessary.

The Contractor shall provide either an electronic invoice (preferred) or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the purchase order. If the purchase order does specify a department billing address, the Contractor shall be responsible for contacting the Department that placed the order to obtain the correct "Bill To" address.

The Water Department and Harbor Department shall receive hard copies of invoices, but all others can be sent via e-mail to each department. A list can be provided to the awarded Contractor upon request.

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

Invoice shall include:

- 1) Name of Contractor
- 2) Blanket release number
- 3) Date of order
- 4) Itemized list of request(s)
- 5) Date of delivery or shipment
- 6) Quantity, unit price and extension of each item, less applicable discounts
- 7) Name, and telephone number of Person placing order

FOR PROGRESS PAYMENT BILLINGS, PAYMENT SHALL BE BASED ON A MONTHLY SUMMARY INVOICE.

The Contractor shall not invoice for goods, materials, service or supplies before merchandise has been shipped or delivered. Payment will not be authorized until merchandise has been received.

12. VENDOR CONTACT INFORMATION

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

PRIMARY CONTACT:

NAME: _____

TITLE: _____

ADDRESS: _____

OFFICE
PHONE: _____

FAX: _____

CELL: _____

EMAIL: _____

SECONDARY CONTACT:

NAME: _____

TITLE: _____

ADDRESS: _____

OFFICE
PHONE: _____

FAX: _____

CELL: _____

EMAIL: _____

EMERGENCY CONTACT (24/7):

NAME: _____

TITLE: _____

CELL: _____

E-MAIL: _____

13. EQUAL BENEFITS ORDINANCE

The City of Long Beach's Equal Benefits Ordinance (EBO) shall apply to this bid. EBO is applicable to bids for over \$100,000. Please visit the City's website of http://www.longbeach.gov/finance/business_relations/default.asp for additional details, or to obtain a copy of the ordinance.

14. SMALL BUSINESS ENTERPRISE GOAL

There is a combined one percent (1%) Small Business Enterprise Goal associated with this request. See **Attachment C**.

15. LOCAL PREFERENCE: EXEMPT

Local Preference shall not apply to this bid, as the amount is estimated to be over \$100,000 annually.

16. BOND PROVISIONS

NONE

17. REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

<http://www.sos.ca.gov>

See **Attachment F**. Please include a printout of your business entity from the website.

18. SCOPE OF WORK

The City shall submit documents/files to the Contractor in a variety of files and formats not limited to:

- Email Attachment, including JPEG, TIFF and PDF
- USB flashdrive
- Paper
- CD-ROM
- FTP Secure Site
- Microsoft Office files

18.1 DELIVERY SCHEDULE

There shall be two delivery schedules for this contract.

Tier 1 is for **normal jobs** and the pickup; delivery shall be processed within 1 week or less from when the order is placed.

Tier 2 is for **rush jobs** and shall be processed within twenty-four (24) hours or less. Pickup and/or delivery of items will be made two times in the morning and two times in the afternoon of each business day, at the locations requesting this type of service. The City reserves the right to request an additional unscheduled pick-up or delivery (Rush jobs) in emergency situations. The Contractor shall indicate in Cost Proposal Section cost for said emergency pick-up and/or delivery. The City also reserves the right to drop off or pickup rush orders at the Contractor's place of business. This shall be done at no charge to the City.

Deliveries shall be FOB Destination to such location within the City as may be specified.

There are approximately fifteen (15) delivery locations that may be needed under this contract. Additional locations may be added if necessary.

18.2 PRICING

Prices shall be firm for the first two years of the contract period. The City may consider price increases in the event the price of paper increases more than six percent (6%) during the term of the Contract. The Contractor shall give the City Purchasing Agent thirty (30) days prior written notice of any increase. Notice shall include item number, description, and new unit prices. Increase shall be based upon manufacturer's price increase. Evidence of price increase satisfactory to the City shall be submitted and permission given to the City to inspect and verify such cost from the Contractor's records. Price increases will not be granted retroactively.

18.3 PAYMENT

Delete Section 8 of "INSTRUCTIONS TO BIDDERS" on page 4 in its entirety and replace with the following provisions:

Payment terms are NET 30 unless the Bidder otherwise quotes. All cash discounts shall be taken and computed from the date of delivery or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of order authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of the Contractor's invoice. The City shall not be billed a "minimum" invoice amount.

18.4 MINIMUM ORDERS

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

19. SPECIFICATIONS SECTION

- A. The Contractor shall have in house such materials and equipment that may be required to reproduce transparencies or bond originals having widths of 12 inches, 15 inches, 18 inches, 21 inches, 24 inches, 30 inches, 36 inches, and 42 inches. There may also be an occasional requirement for reproductions from transparencies having a width of 54 inches.

The Contractor shall pick up the original transparencies or documents and return them, together with the required reproductions, to the point of origin within twenty-four (24) hours or less for rush jobs. The City may elect to submit digital drawing/graphic information by diskette, CD-ROM or transmit from remote site by modem or through the Internet in place of traditional hardcopy. Digital format will be Autocad Release 14, Autocad 2000, or current release. The City may require delivery of the reproductions to a point in the City other than the point of origin, and there shall be no charge to the City for this delivery. All plan or document reproductions shall be neatly trimmed to size, at no additional charge.

- B. TARGET MEDIA:

REPRODUCTION PAPER: The paper used in the reproduction of prints or transparencies shall be of good quality that will produce clean-cut, clean, readable lines and figures. Bond paper 20-lb white, vellum – Clearprint 1000H or equal, drafting film (mylar) .004” thick, 2-sided matte.

DISKETTES, CD-ROM, OR REMOVABLE MEDIA: Clearly labeled.

- C. WORKMANSHIP: All reproductions furnished shall be done by workers skilled in said work. Care shall be exercised by the workers to insure the best prints possible from the original. The City will inspect all reproductions for quality of work and the City reserves the right to reject any work that is not satisfactory to it.
- D. QUALITY: To insure quality, there shall not be a rejection rate greater than two percent (2%). Rejection rates of more than two percent (2%) shall be cause for immediate termination of the Contract. The right to reject shall rest solely with the end user. Signature for receipt of blueprints shall not be construed as an approval of the quality of the product.
- E. BINDING: When reproductions of plans are ordered hereunder, or when sets of plans are furnished by the City for full binding, they shall be neatly trimmed to a uniform size and be bound on the left hand edge with the plan-sheets positioned

as leaves in a bound book. Each set of plans shall be returned with a backing sheet made of Kraft paper. The backing sheet shall be of sufficient size to cover the back of the plans and have a border along the top and bottom edges extending beyond the edge of plans, of a width of not less than $\frac{3}{4}$ inch, and a border along the right hand edge of not less than 3 inches in width. The backing sheet shall be one complete sheet of paper, free of splices, and not less than 50 lb Kraft paper.

The City may have a need for post bound sets for drawing sets that have more than 300 sheets per set. The Contractor shall have the capability to bind said sets.

Binding shall be done only at the request of the using department.

- F. FOLDING: If required, plans shall be folded to the size stipulated in the order.
- G. EQUIPMENT FACILITIES: The Contractor shall have a shop adequately equipped for satisfactory performance of the services required hereunder. The equipment and facilities may be subject to inspection prior to an award of the Contract. At the option of the City Purchasing Agent, the bidder may be required to submit sufficient evidence that bidder has immediately available, or will have available as needed, sufficient resources to provide the necessary equipment, materials and personnel to perform the services required.
- H. MEASUREMENT AND PAYMENT: All work completed under this Contract shall be measured according to the United States Standard Measure for reproductions on paper or cloth of standard widths of 12 inches, 15 inches, 18 inches, 21 inches, 24 inches, 30 inches, 36 inches, 42 inches, and 52 inches.

For payment of non-standard sizes that need trimming, measurement shall include the width of paper or cloth for the respective reproduction measured to a line $\frac{1}{2}$ inch beyond the trim line. If the trim line is not visible, measurement shall be made to a theoretical line 1-1/2 inches beyond the designs, dimensions or titles shown on the transparency. Theoretical trim lines shall be approximately perpendicular to the roll edges of the paper specified. Cost of trims shall be included in the unit price specified in the Bid; separate charges for trims shall not be permitted.

Payment for the reproductions measured as specified above will be made by the exact square foot measurement, length times width, without rounding up.

- I. RESPONSIBILITY: The Contractor shall be responsible for any and all loss or damage to transparencies or documents while they are in the Contractor's possession, commencing with pick-up and ending with the return to and the examination and acceptance by the office of origin. Liability shall include but not

be limited to loss or damage from fire, theft, handling, loss in transit, overnight storage, etc.

- J. **INVOICE FORMS:** The Contractor shall provide invoice forms to each using department, at no charge to the City. Said forms shall be not less than a 4-part form. Each form will have an invoice number of not less than 6-digits stamped or printed on the form and there shall be only one 6-digit number per form. Said number shall not be duplicated on another form in current use. Using department will complete the form when requesting services. One part of the form will be retained by the using department. All other copies shall be returned to the Contractor with the work. At least two (2) copies of invoice (including prices) shall be returned with the work to the using department.
- K. **MISCELLANEOUS:** Miscellaneous blueprinting services and/or reproduction services not specified herein may be purchased in an amount not to exceed \$1,000 per release order. The Bidder shall submit its standard price list with the Bid. The Bidder shall indicate on the Bid Section (Attachment A), the discount offered the City. Said discount shall remain firm throughout the contract period.
- L. **Geographic location of the Contractor's Shop from which the service will be rendered (if more than one address will provide service, both addresses shall be shown):**

Name of Shop: _____
Street Address: _____
City, County, Zip Code: _____

Percent of Service At
This Location: _____ %

Name of Shop: _____
Street Address: _____
City, County, Zip Code: _____

Percentage of Service At
This Location: _____ %

- M. **State name and phone number of person to contact to resolve order problems that may arise:**

Name: _____

Phone: _____

- N. State name and phone number of person to contact to resolve billing problems that may arise:

Name: _____

Phone: _____

20. LIQUIDATED DAMAGES

Time is of the essence. If delivery is not completed by the time stated previously for delivery, 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. Liquidated damages shall not apply to the time between the date Contractor delivers the unit(s) and the date the City notifies Contractor that the City has rejected the units due to substandard or nonconforming materials.

Should the successful Contractor be obstructed 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 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.

21. DOCUMENT PROTECTION

Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received. All materials, i.e. artwork, negatives, dies, etc., for each job become the property of the City of Long Beach and must be returned with the delivery of the finished product.

The Contractor shall not duplicate or allow for duplication or distribution of electronic data provided to the Contractor, or created by the Contractor and may not provide said files for review or use to any third party without written permission from the City of Long Beach.

22. SUBCONTRACTING

No performance of this Contract or any portion thereof may be assigned or subcontracted by 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.

In the event the City consents to assignment or subcontracting, each term and condition of this Contract shall be binding on the assigns, successors or administrators of the respective parties.

In the event 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 and all subcontractors must obtain and maintain in effect a valid City of Long Beach Business License prior to commencement of work, and during the entire time that work is being performed under the Contract. All permits and licenses necessary to the performance of custodial services shall be secured by the Contractor at the Contractor's own expense. The Contractor shall pay all taxes properly assessed against any equipment or property used or required in connection with the performance of custodial services.

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

23. INDEPENDENT CONTRACTOR

The Contract between City and Contractor is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the City and Contractor. The Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for purposes of Workers' Compensation Liability, employees solely of Contractor and not of the City. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.

24. VALIDITY

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

25. 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.

26. QUANTITIES

It is estimated that the City of Long Beach will purchase approximately \$530,000 annually in blueprinting and reprographic services. It is understood by the Contractor that the quantities given are estimates and that the City of Long Beach may purchase an amount above or below the estimate given according to the requirements and needs of the City of Long beach.

Orders will be placed by City departments. The sizes and amounts of the orders may vary. Orders will be placed on an as needed basis. The City does not guarantee that it will place a minimum quantity or dollar amount of orders.

BID # ITB-LB-14-063 Blueprinting and Reprographic Services

BID SECTION - ATTACHMENT A

Tier 1 pricing is for normal jobs. Contractor shall provide all the necessary materials, equipment and labor for reproducing prints and copies of maps, drawings, plans and other documents for the City of Long Beach; picking-up the originals, processing the copies and delivering them with the original, back to the point of origin **within 1 week or less** of when the order is placed.

Tier 2 pricing is for "**Rush**" jobs. Contractor shall providing all the necessary materials, equipment and labor for reproducing prints and copies of maps, drawings, plans, and other documents for the City of Long Beach; picking-up the originals, processing the copies and delivering them with the original, back to the point of origin **within 24 hours or less.**

Delivery of all materials, supplies or services shall be **FOB Destination City of Long Beach.**

Unit price shall include all costs (handling, freight, inside delivery, unloading charges).

There shall be no minimum orders.

SALES TAX: Unit prices shall not include sales tax.

SUMMARY OF BID ITEMS

			TIER 1 (NORMAL JOBS)	TIER 2 (RUSH JOBS)
Item	Description	Unit of Measure	Unit Price per \$ per ft²	Unit Price per per \$ per ft²
A	DIAZO WHITEPRINTER, MEDIA DEVELOPMENT			
1	Direct Blueline or Blackline Reproduction up to 54" Width	\$ per ft²		
2	Non Erasable Sepia Vellum Reproduction up to 42" Width	\$ per ft²		
3	Erasable Sepia Vellum Reproduction up to 42" Width	\$ per ft²		
4	Direct Presentation Brownline or Blackline Reproduction up to 42" Width	\$ per ft²		
5	Direct Mylar or approved equal (plastic film) Print Reproduction up to 42" Width	\$ per ft²		
B	XEROGRAPHY			
B1	Large Format Xerography--Same Size Development			
6	Bond	\$ per ft²		
7	Non-Erasable Vellum	\$ per ft²		

			TIER 1 (NORMAL JOBS)	TIER 2 (RUSH JOBS)
Item	Description	Unit of Measure	Unit Price per \$ per ft²	Unit Price per per \$ per ft²
8	Erasable Vellum	\$ per ft²		
B	XEROGRAPHY (CONTINUED)			
9	Presentation Board	\$ per ft²		
10	Mylar (or approved equal), 2-sided matte	\$ per ft²		
B2	Large Format Xerography--Reduction / Enlargement (Enlargements up to 200%, down to 45%, up to 36% without splice)	\$ per ft²		
11	Bond	\$ per ft²		
12	Non-Erasable Vellum	\$ per ft²		
13	Erasable Vellum	\$ per ft²		
14	Presentation Board	\$ per ft²		
15	Mylar (or approved equal), 2-sided matte	\$ per ft²		
B3	Color print	\$ per ft²		
16	Color prints on paper up to 11" X 17"	\$ per ft²		
17	Printing Specifications 8 1/2" X 11 doubled-sided (minimum of 300 sheets) with cover and screw posts	Per set		
C	PLOTTING			
18	Bond	\$ per ft²		
19	Vellum	\$ per ft²		
20	Mylar	\$ per ft²		
21	11" X 11" color plot of exhibits and lamination	\$ per ft²		
22	11" X 11" color plot of exhibits and lamination, double-sided	\$ per ft²		
23	12" X 12" color plot of exhibits and lamination	\$ per ft²		
24	12" X 12" color plot of exhibit and lamination, double-sided	\$ per ft²		
25	2' X 2' color plot of exhibit, mounted on foam board	\$ per ft²		
26	3' X 3' color plot of exhibit, mounted on foam board	\$ per ft²		
27	4' X 4' color plot of exhibit, mounted on foam board	\$ per ft²		

			TIER 1 (NORMAL JOBS)	TIER 2 (RUSH JOBS)
Item	Description	Unit of Measure	Unit Price per \$ per ft ²	Unit Price per per \$ per ft ²
28	5' X 5' color plot of exhibit, mounted on foam board	\$ per ft ²		
C	PLOTTING (CONTINUED)			
29	2' X 2' color plot of exhibit, mounted on foam board with dry erase	\$ per ft ²		
30	3' X 3' color plot of exhibit, mounted on foam board with dry erase	\$ per ft ²		
31	4' X 4' color plot of exhibit, mounted on foam board with dry erase	\$ per ft ²		
32	5' X 5' color plot of exhibit, mounted on foam board with dry erase	\$ per ft ²		
33	2' X 2' color plot of exhibit, mounted on gator (sintra) board	\$ per ft ²		
34	3' X 3' color plot of exhibit, mounted on gator (sintra) board	\$ per ft ²		
35	4' X 4' color plot of exhibit, mounted on gator (sintra) board	\$ per ft ²		
36	5' X 5' color plot of exhibit, mounted on gator (sintra) board	\$ per ft ²		
37	2' X 2' color plot of exhibit, mounted on gator (sintra) board with dry erase lamination	\$ per ft ²		
38	3' X 3' color plot of exhibit, mounted on gator (sintra) board with dry erase lamination	\$ per ft ²		
39	4' X 4' color plot of exhibit, mounted on gator (sintra) board with dry erase lamination	\$ per ft ²		
40	5' X 5' color plot of exhibit, mounted on gator (sintra) board with dry erase lamination	\$ per ft ²		
41	24" X 36" color plot (colored plans)	\$ per ft ²		
42	black and white plotting	\$ per ft ²		
43	11" X 17" color plot (colored plans)	\$ per ft ²		
D	MISCELLANEOUS BINDING			
44	Staple & Edge Bind Sets (up to 25 sheets)	Per set		
45	Staple & Edge Bind Sets (up to 75 sheets)	Per set		
46	Staple only (up to 75 sheets)	Per set		
47	Full Bind Sets (up to 75 sheets)	Per set		

			TIER 1 (NORMAL JOBS)	TIER 2 (RUSH JOBS)
Item	Description	Unit of Measure	Unit Price per \$ per ft ²	Unit Price per per \$ per ft ²
48	Full Bind, Post Bound Sets (over 75 sheets)	Per set		
D	MISCELLANEOUS BINDING (CONTINUED)			
49	Folding Prints & Copies (shop fold)	Per sheet		
50	Folding Prints & Copies (book fold/special fold)	Per sheet		
51	ScREW binding	Per set		
52	Per sq. ft. scanning (color or black & white)	\$ per ft ²		
E	MISCELLANEOUS OTHER			
53	Rush pick-up (other than during regularly scheduled pick-up within City of Long Beach)	Per pick-up		
54	Rush delivery (other than during regularly scheduled delivery within City of Long Beach)	Per delivery		
55	For blueprinting services and/or reproduction services not specified herein, Contractor shall indicate discount offered the City from Contractor's price list. Discount from Contractor's price list shall remain firm throughout Contract period. Price list shall be submitted with bid. Failure to include price list may disqualify bid.	%		
	TOTAL:			

Payment terms: _____

Delivery: _____

ATTACHMENT B

REFERENCES



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Reference Information Form

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

ATTACHMENT C

SMALL BUSINESS ENTERPRISE (SBE) GOAL

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



City of Long Beach Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

INSTRUCTIONS ON HOW TO BECOME CERTIFIED AS A SMALL BUSINESS

There is a combined Small Business Enterprise (SBE) goal associated with this project. Please fill out the attached form COLB Commitment Plan to show your percentage of participation as a small business for this project. Please go to our website at www.longbeach.gov/purchasing and edit your profile, if you have not already done so, to make sure you become certified with the City of Long Beach as a small business. If your company is not eligible to become a small business, please perform the good faith effort. Please see a sample of the place where you can be certified on Planetbids.

Vendor Profile (VENDOR ID: 184577)

Company Info	Additional Addresses	Classifications/Licenses	Other Business Info	Category/Description	Emergency Operations	Small Business Certification
--------------	----------------------	--------------------------	---------------------	----------------------	----------------------	------------------------------

Would you like to be certified as a Small Business? ☒ YES ☐ NO

Small Business (SBE) Certification Status

Current Status: Applying

Classification Categories

at least one category must be chosen

Financial Year Information

Gross Annual Receipts for 2011

2010

2009

3 Year Average Gross Receipts \$0.00

Fiscal Year Begins January

Business Affiliation

During the previous three (3) Tax Years, this owner:

☐ YES ☐ NO had ownership interest in another business

☐ YES ☐ NO performed management duties for another business

☐ YES ☐ NO had a family member(s) engaged in a similar business

☐ YES ☐ NO had a financial relationship with another business consisting of loans, and/or assistance to meet bonds, security or other requirements

☐ YES ☐ NO shared employees, facilities, equipment or systems with another business



CITY OF LONG BEACH

**DEPARTMENT OF FINANCIAL MANAGEMENT
Business Relations Bureau**

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

PARTICIPATION INSTRUCTIONS

Rev. July 28, 2009

PROJECT:

July 28, 2009

1 of 8

INSTRUCTIONS TO BIDDERS

SUMMARY

This Small Business Enterprise ("SBE") Program shall apply to all City Manager Departments, in accordance to Ordinance #ORD-09-0005, adopted April 7, 2009 and enacted on May 13, 2009 (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.

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, Purchasing Division. 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 Long Beach City Council has established an overall 20% goal in all procurement categories for Small Business Enterprise program participation with the following City Manager Departments:

- Department of Public Works
- Department of Gas & Oil
- Department of Parks, Recreation and Marine

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.

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 at www.sba.gov/ca/la. 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), <http://www.municode.com/resources/gateway.asp?pid=16115&sid=5> 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 proposal/SOQ 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 proposer submitted written evidence that he/she attended the pre-proposal conference.

Tip: To receive credit for attending the pre-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 proposer will receive 10 points credit for this criterion.

2. **Subdivide the Work:** The 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 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:

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

3. **Advertise:** The proposer submitted written evidence of commercial advertising for small business subconsultants, subcontractors, vendors and/or suppliers at least 14 calendar days prior to the proposal/SOQ 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 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.

- 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 proposer submitted written evidence that he/she has provided interested small businesses with information about the requirements of the contract at least 14 calendar days prior to the proposal/SOQ due date.

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

6. **Directly Solicit Small Businesses:** The 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 proposal/SOQ, left message, no answer, etc.).

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

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

8. **Offer Assistance:** The 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 proposals/SOQs from small businesses.

9. **Negotiate:** The 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 proposal (price) and negotiation results:** For any negotiations which were unsuccessful and/or proposals received but not accepted, the proposer submitted the unsuccessful proposer's company name, telephone number, contact person, price proposed, and the reason for rejecting the proposal. If price was the reason for rejecting the proposal, the proposer listed the price proposed by both the SBE/VSBE and the low proposer for that element of work.

Note: For successful proposals/SOQs, Contractor must submit the name of the successful proposer(s) on COLB Form SBE-2P - SBE/VSBE Commitment Plan 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 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

For SBE designated contracts, prime contractors must submit a completed SBE Commitment Plan Form (Attachment B) to the City of Long Beach, Business Relations Bureau listing information for each SBE 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. The Business Relations Bureau office is responsible for approving any revisions to the contract SBE commitment approved by City of Long Beach.

For a prime contractor to request a revision to its approved contract SBE commitment, it must submit a Substitution Replacement Form (Attachment C) to the City for approval. (Contact Business Relations Bureau at [562] 570-6200 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 Business Relations Bureau 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 BOP.

Notify the Business Relations Bureau if the SBE commitment revision request is not approved, and the prime contractor is in non-compliance with the contract SBE requirements.

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

INSTRUCTIONS FOR SECTION 2

1. List all SBE/VSBE/LSBE subconsultants, vendors, suppliers, and other businesses that will render materials or services under this contract. 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, accessible from the SBE/VSBE/LSBE Program page of the City's website (www.longbeach.gov/purchasing).
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 via the small business search function; and/or

b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.

6. Lower tier SBE/VSBE/LSBE subcontractors/subconsultants and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subconsultants 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/subconsultant 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 render 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's/VSBE's/LSBE's 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.

CONTACT INFORMATION

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

ORDINANCE NO. ORD-09-0005

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

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

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

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

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

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

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

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

///

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

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

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

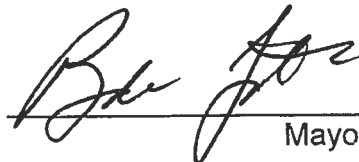
Noes: Councilmembers: None.

Absent: Councilmembers: O'Donnell.



City Clerk

Approved: 4/12/09
(Date)



Mayor

EXHIBIT A

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

1.0 Applicability

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

2.0 Policy

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

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

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

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

3.0 Program Structure

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

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

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

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

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

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

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

5.0 SBE, VSBE and LSBE Eligibility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0 Bidder and Proposer Compliance with Good Faith Effort Evaluation Criteria

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 Contract Amendments

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

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

15.0 Contract Monitoring

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

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

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

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

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

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

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

16.0 Contract Compliance

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

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

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

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

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

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

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

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

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

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

17.0 Small Business Facilitation

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

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

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

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

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

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

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

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

18.0 Periodic Review

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

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



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

SECTION 1

Project Name:		Date:	
Prime Vendor:		Prime Contract \$ Amount:	

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

SECTION 2 (please refer to instructions on page 2)

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

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

Phone #

Signature

Date

Email

ATTACHMENT D
W-9/VENDOR APPLICATION

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)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

VENDOR APPLICATION FORM

Company Name
(same as line 1 on W9):

DBA Name
(same as line 2 on W9):

leave blank if not applicable

Federal Tax ID Number (or SSN):

required (this number is a fed tax id: ☐ ssn: ☐)

Web Address:

leave blank if not applicable

Purchase Order Address:

Attn:

City:

State:

Zip Code:

Contact Name:

E-mail:

Phone Number:

i.e. 562-555-1234

Fax:

i.e. 562-555-5678

Toll Free:

i.e. 800-555-2468

If 'remit to' address is the same as the purchase order address; put SAME in first box only.

'Remit to' Address:

Attn:

City:

State:

Zip Code:

Contact Name:

E-mail:

Phone Number:

i.e. 562-555-1234

Fax:

i.e. 562-555-5678

Toll Free:

i.e. 800-555-2468

Type of Ownership:

Individual ☐

Partnership ☐

Corporation ☐

LLC ☐

Nonprofit ☐

Government ☐

Composition of Ownership (At least 51% of ownership of the organization) (check all that apply)

MBE ☐

WBE ☐

Local ☐

DBE ☐

Certified SBE ☐

Certified Micro ☐

State certification number: _____

ATTACHMENT E

EQUAL BENEFITS ORDINANCE (EBO) COMPLIANCE FORM

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: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

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

Section 1. CONTRACTOR/VENDOR INFORMATION

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

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

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

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this _____ day of _____, 20__, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____

ATTACHMENT F

Please provide print out showing your business is registered with the California Secretary of State.

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.sos.ca.gov/

See website location attached


[Secretary of State](#)
[Administration](#)
[Elections](#)
[Business Programs](#)
[Political Reform](#)
[Archives](#)
[Registries](#)

Business Entities (BE)

Online Services

- [E-File Statements of Information for Corporations](#)
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- [Processing Times](#)
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- [Starting A Business](#)

Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

Business Search

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the **Search** button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:

☒ Corporation Name ☐ Limited Liability Company/Limited Partnership Name ☐ Entity Number

Entity Name:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

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