

**BID NUMBER ITB PW 22-011**

**TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN: James Vazquez  
411 West Ocean Boulevard, Lobby Level  
Long Beach, California 90802**



**INVITATION TO BID**

**TRAFFIC SIGNAL EQUIPMENT (REBID)**

**CONTRACT NO. 36440**

**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: Anaheim, CA ON THE 16 DAY OF March, 20 22.  
CITY STATE MONTH

COMPANY NAME: Econolite Control Products TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1250 Tustin Ave CITY: Anaheim STATE: CA ZIP: 92807

PHONE: 714-630-3700 FAX: 714-630-6349

SI [Signature] CHIEF FINANCIAL OFFICER  
(SIGNATURE) (TITLE)  
JOHN W. TRACEY jtracey@econolite.com  
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] VICE PRESIDENT, SALES  
(SIGNATURE) (TITLE)  
MICHAEL J. MCINTIRE mmcintee@econolite.com  
(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 Amanda Hall Digitally signed by Amanda Hall  
Date: 2022.11.18 08:21:03 -08'00'  
Director of Financial Management

Date

APPROVED AS TO FORM  
OCTOBER 27, 20 22  
CHARLES PARKIN  
CITY ATTORNEY  
[Signature]  
Deputy

BID NUMBER ITB PW 22-011

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CITY CLERK  
ATTN: James Vazquez  
411 West Ocean Boulevard, Lobby Level  
Long Beach, California 90802



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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.

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(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: Anaheim, CA ON THE 16 DAY OF March, 20 22.  
CITY STATE MONTH

COMPANY NAME: Econolite Control Products TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1250 Tustin Ave CITY: Anaheim STATE: CA ZIP: 92807

PHONE: 714-630-3700 FAX: 714-630-6349

S/ [Signature] CHIEF FINANCIAL OFFICER  
(SIGNATURE) (TITLE)  
John W. Tracey  
(PRINT NAME) (EMAIL ADDRESS)  
jtracey@econolite.com

S/ [Signature] VICE PRESIDENT, SALES  
(SIGNATURE) (TITLE)  
MICHAEL J. MCINTEE  
(PRINT NAME) (EMAIL ADDRESS)  
mcintee@econolite.com

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

THE CITY OF LONG BEACH

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

\_\_\_\_\_ Date

APPROVED AS TO FORM

CHARLES PARKIN  
CITY ATTORNEY

October 27, 20 22  
[Signature]  
Deputy

**BID NUMBER ITB PW 22-011**

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

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

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

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

**INSTRUCTIONS CONCERNING SIGNATURES**

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

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

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

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

#### 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:

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

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

**INSTRUCTIONS TO BIDDERS**

**1. PREPARATION OF BID:**

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

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

**2. EXAMINATION OF BID:**

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

**3. CONDITIONS OF WORK:**

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

**4. DISCREPANCIES IN BID DOCUMENTS:**

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

**5. ORAL STATEMENTS:**

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

**6. BRAND NAMES AND SPECIFICATIONS:**

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

**7. AWARD:**

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

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

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

**8. PAYMENT:**

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

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

**9. SAFETY APPROVAL:**

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

**10. BUSINESS LICENSE:**

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

INSTRUCTIONS TO BIDDERS

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

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

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

Certified by: \_\_\_\_\_  
Valid thru: \_\_\_\_\_  
Dollar value of participation: \$ \_\_\_\_\_

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, 5<sup>th</sup> floor, City Hall, 411 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.

**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 – ATTN: James Vazquez  
411 W OCEAN BLVD/LOBBY LEVEL  
LONG BEACH CA 90802

**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.

**BID DUE DATE:** March 16, 2021  
**TIME:** 11:00 am

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

**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.

James Vazquez (562) 570-5384  
BUYER TELEPHONE NUMBER

**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.

**17. BID OPENING PROCEDURES:**

All bids are publicly opened and will be posted on the City's online system 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.

**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.

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 following the electronic notification of intent to award.

**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.

**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.)

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

**19. AMERICANS WITH DISABILITIES ACT:**

**INSTRUCTIONS TO BIDDERS**

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

**20. EQUAL BENEFITS ORDINANCE:**

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

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

**CONTRACT – GENERAL CONDITIONS**

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").  
  
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.  
  
If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination 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.



**CONTRACT – GENERAL CONDITIONS**

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.
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

**CONTRACT – GENERAL CONDITIONS**

does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.

25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

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

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

**CONTRACT – GENERAL CONDITIONS**

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 equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 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 officials, employees, and agents**.
- (c) Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol 1 ("any auto"), and
- (d) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the engineering, traffic engineering, planning, or other professional services provided pursuant to this Agreement.
- (e) Umbrella liability (in excess of all coverages from above except (b)) in an amount not less than Four Million Dollars (\$4,000,000) per claim covering the services provided pursuant to this Agreement.

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 tiers 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 three (3) years. 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 stated 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.

**CONTRACT – GENERAL CONDITIONS**

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.

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.

**PROJECT OVERVIEW**

The City of Long Beach (City) is seeking bids from qualified Contractors for furnishing and delivering traffic signal equipment for the Public Works Department on an as-needed basis.

**BID TIMELINE** – All times are Pacific Time

Bid release date:	February 16, 2022
Questions due:	23 February by 11:00 AM
Response from City to bidder:	1 March by 4:00 PM
Bid due date:	16 March by 11:00 AM

**BID SUBMISSION INSTRUCTIONS:**

It is recommended that bidders visit the City’s website [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

- \_\_\_\_\_ Signed Bid Cover Page
- \_\_\_\_\_ California All Purpose Acknowledgment, Notarized (for vendors outside of California)
- \_\_\_\_\_ Debarment Certification Form (Attachment A)
- \_\_\_\_\_ Reference List (Attachment B)
- \_\_\_\_\_ W-9 Form (Attachment C)
- \_\_\_\_\_ Equal Benefits Ordinance (EBO) (Attachment D)
- \_\_\_\_\_ Insurance Requirement (Attachment E)
- \_\_\_\_\_ Secretary of State Certification Print-Out (Attachment F)
- \_\_\_\_\_ Local Preference Program (Attachment G)
- \_\_\_\_\_ Any Addendum(s)

**METHOD OF SUBMISSION:**

Electronic Bids shall be submitted via the City’s secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for “on time” submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled “optional”, bidders shall indicate “no bid” or “N/A” in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

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Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

**In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:**

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach  
C/O City Clerk  
Attn: James Vazquez  
411 West Ocean Boulevard, Lobby Level  
Long Beach, CA 90802

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

**ITB PW 22-011 TRAFFIC SIGNAL EQUIPMENT(REBID)**

**Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, March 16. Bids and required hard copy forms 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.**

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to [purchasingbids@longbeach.gov](mailto:purchasingbids@longbeach.gov) ATTN: James Vazquez with the bid number in the subject line of the email message.

**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.

**AWARD**

The City prefers to award to a single contractor but reserves the right to award contracts 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.

**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.

**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 of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract.

**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 City Purchasing Agent. 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 City Purchasing Agent, 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 City Purchasing Agent by the close of the business on the third (3<sup>rd</sup>) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent 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

**BID NUMBER ITB PW 22-011**

a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**LONG BEACH BUSINESS LICENSE**

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

For more information, go to: [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

In accordance with Municipal Code (Section 3.80.210) a business license is required under the following conditions:

- A) If you are providing a service in Long Beach
- B) If you are providing and delivering a product in Long Beach

For more information, contact the Business License Section at 562-570-6211 or by email to [lbbiz@longbeach.gov](mailto:lbbiz@longbeach.gov).

**BOND PROVISIONS**

Not applicable.

**ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

**ORDER OF PRECEDENCE**

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

**ACCESS TO CONTRACTOR'S RECORDS**

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

**AMERICANS WITH DISABILITIES ACT**

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in



**BID NUMBER ITB PW 22-011**

its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

**COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

**COMPLIANCE WITH DAVIS-BACON ACT**

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

**COPYRIGHT**

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

**DRUG-FREE WORKPLACE**

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

**ENERGY EFFICIENCY**

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

**ENVIRONMENTAL LEGISLATION**

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH**

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority,

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women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

**NATIONAL PRESERVATION ACTS**

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

**NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

**PATENT RIGHTS**

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

**PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT**

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

**PUBLICATIONS**

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

**RIGHTS TO DATA**

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

**RIGHTS TO USE INVENTIONS**

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

**SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database ([www.sam.gov](http://www.sam.gov)).

**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.

**INSURANCE**

See Requirements on page 9, Section 30 and **Attachment E**.

**DEFAULT BY CONTRACTOR / TERMINATION**

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

**CONTRACT PERIOD**

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

**EXTENSION OPTION:**

This Contract is subject to extension for (4) four additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

Requests for rate changes shall be considered at the time of each renewal, but shall not exceed the most recent available month for the Los Angeles-Long Beach Beach/Anaheim, CA Consumer Price Index (CPI) for All Urban Consumers.

**No price increases will be allowed during the first (12) twelve-month contract period.**

**FUTURE AMENDMENTS**

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

**VALIDITY**

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

**ADDITIONAL CHARGES**

Bidder shall not charge any fees or charges for restocking or service fees for incorrect items, defective items, minimum orders, delivers, pick-ups, disposals, environmental fees, fuel surcharges, etc.

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

Prices quoted shall exclude State and City sales tax, and Federal excise tax.

**DISCOUNT, RELATED ITEMS, AND MISCELLANEOUS PURCHASES**

Please specify percentage discount the City will receive from catalog prices for related items and miscellaneous purchases:

10 % Discount      Catalog Dated: 3/1/22

As adopted specifications and approved plans may change or expand over time, City departments may need to purchase items not listed herein. City departments shall be authorized to purchase related items that fall under one of the listed line item sections (e.g. Signal Parts, Cabinet Parts, Traffic Signal Poles, etc.) with no maximum amount per order.

City departments shall be authorized to purchase miscellaneous items not listed herein or that fall under one of the listed sections up to a maximum of \$10,000.00 per order.

**INVENTORY**

The City reserves the right to inspect the bidder's inventory at the bidder's place of business prior to award of a contract.

**QUANTITIES**

Quantities listed are estimates only. Bidder is cautioned not to rely on past usage for quantities. The City reserves the right to increase or decrease the quantities to be purchased in accordance with actual needs and funds available.

**MAINTENANCE OF ADEQUATE STOCK**

Contractor shall be required to maintain adequate stock to make deliveries in accordance with "scheduled order" shipments, and emergency or fill-in orders, as needed by the City. "Scheduled order" shipments may be established by the using department at the beginning of the contract period. These "scheduled order" shipments may be altered at any time during the contract period.

**SAMPLES**

Contractor may be required to provide samples of items upon request by the City for use as "Control Samples" throughout the duration of the Contract. The samples must be labeled with the brand name and manufacturer's stock or product number and must meet the specification requirements. All items shall be subject to approval and acceptance by the City.

**DELIVERY REQUIREMENT**

Prices quoted shall include all delivery (FOB Destination) and unloading charges to the City of Long Beach, Public Works Department, Public Service Bureau, Traffic Operations Division at 2400 E. Spring Street, Building 560, Long Beach, CA 90806 or Freeway Yard at 1650 N. 710 Freeway, Long Beach, CA 90813. The City reserves the right to make award based on delivery time quoted. **City of Long Beach staff or designee will unload the trucks at the above address. Please call 562-570-3264 when on route for delivery.**

**DELIVERY SCHEDULE**

Delivery shall be made within sixty to one-hundred eighty (60 - 180) calendar days after receipt of order. The **ability to deliver sooner** may be a factor in award.

Please state delivery time: 60-180 days depending on the product ordered

City requires 30 days for delivery for "In Stock" equipment and mounting hardware.

Please state delivery time: 30 days for items "In Stock" at time of order, subject to Econolite manufactures to order and may not have contracted items in stock

City requires 15 days for delivery for "emergency in stock" poles and mounting hardware.

Please state delivery time: NA

If you company has will call, please list the location and hours below:

NA

subject to  
material  
availability  
↓  
not have contracted  
items in stock

**BID NUMBER ITB PW 22-011**

Failure to meet the required delivery schedule may disqualify your bid.

**PAYMENT TERMS**

Net <sup>30</sup> ~~days~~ ; 0% % discount in 30 days.

**VENDOR CONTACT INFORMATION**

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

Contact Name: Corey Kelly

Contact Direct Phone: 714-273-4912

Contact Fax: 714-630-6349

Contact E-mail: ckelly@econolite.com

**VENDOR'S EMPLOYEES**

Specify the number of current full-time employees residing in Long Beach 0

## **SPECIFICATIONS**

### **STANDARD PLANS**

The current City of Long Beach Standard Plans can be found on the City website (<https://www.longbeach.gov/pw/resources/engineering/standard-plans/>).

Some City of Long Beach Standard Plans may adopt, by reference, County of Los Angeles Standard Plans. The current County of Los Angeles Standard Plans can be found on the County website ([https://ladpw.org/des/Design\\_Manuals/](https://ladpw.org/des/Design_Manuals/)).

Some City of Long Beach Standard Plans and County of Los Angeles may adopt, by reference, California Department of Transportation Standards, Standard Specifications for Public Works Construction (also known as the "Greenbook"), and Standard Plans for Public Works Construction. The current California Department of Transportation (Caltrans) Standards (2018 Edition, as of the writing of this ITB) can be found on the Caltrans website (<https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>).

Past editions of Caltrans Standards can also be found on the Caltrans website ([http://ppmoe.dot.ca.gov/hq/esc/oe/old%20hq-esc-oe%20pages/construction\\_standards\\_01-15-16.html](http://ppmoe.dot.ca.gov/hq/esc/oe/old%20hq-esc-oe%20pages/construction_standards_01-15-16.html)). The current editions of the Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction can be purchased from BNi Building News (<https://www.bnibooks.com/collections/public-works>).

### **POLES**

All items in the "Poles" section in the line item bid pricing shall conform to Caltrans Standard Specifications Section 86, "Signals and Lighting" Subsection 86-2.04 "Standards, Steel Pedestals and Posts" of the Standard Specifications of the State of California, Department of Transportation, 2018 Edition, 2015 Edition, 2010 Edition, May 2006 Edition, July 1999 Edition, July 1997 Edition, July 1995 Edition or July 1992 Edition, at the City's discretion.

All poles shall include all appurtenances necessary for use including hand-hole covers, pole caps, and mast-arm caps as listed below. All poles shall be able to be ordered in whole or in part.

#### Appurtenances:

- Anchor bolts for various pole types
- Hand-hole covers
- Pole-caps
- Mast-arm caps
- Mast-arms
- Luminaire arms, curved and straight

## **SPECIFICATIONS**

respect to that specified, then the vendor 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.

If bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the City in writing no later than Tuesday February 23 by 11:00 AM PT. 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 Tuesday March 1, 2021 by 4:00 PM PT. Approved equal documentation must be e-mailed to: [purchasingbids@longbeach.gov](mailto:purchasingbids@longbeach.gov), or mailed to City of Long, Purchasing Division, ATTN: James Vazquez 411 W. Ocean Blvd., 6<sup>th</sup> Floor, Long Beach, CA 90802.

Continuously perforated square tube poles will not be allowed as alternate.

If bidder can demonstrate enhanced value and/or increased performance with minor modifications, bidder must attach as a separate document the following information:

1. Identify the item of bid for which an alternate is being submitted.
2. Provide a description and justification of the enhanced value and/or performance of the alternate.

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

## **ILLUSTRATIVE AND TECHNICAL DATA**

Bidder shall submit illustrative and technical data on bid items. If quoting an "alternate" or "equal" item, a product specification sheet must be submitted with bid for the item. Failure to provide technical information may disqualify bid.

## **WARRANTY**

Vendor shall replace any and all unacceptable orders as defined by the City within 48 hours.

Items that have been picked up by City of Long Beach personnel that cannot be used, have not been used and/or are not damaged will be accepted for return by the vendor with no restocking fee.



## SPECIFICATIONS

### DISCOUNT ON POLES CONFORMING TO NEWER CALTRANS SPECIFICATIONS

Please specify the percentage discount the City will receive from standard pricing when ordering poles that conform to a specification year newer than Caltrans Standard Specifications, 2018 Edition.

N/A % Discount

### TRAFFIC SIGNAL CABINETS

332 and 336 Cabinets shall conform to City of Long Beach specifications, which require conformance to Caltrans specifications plus a white power-coated aluminum cabinet, base mount, anti-graffiti coating, Best locks, front and rear internal fluorescent lamps, P-20 red fail system, and DLC terminal blocks. In addition, the following quantities of plugins and detectors are required: (12) Model 200 load switches, (2) Model 204 flashers, (3) Model 242 DC isolators, and (8) Model 222 vehicle detectors, Eberle EDI 210 E Conflict Monitor or equivalent.

Cabinets specified as "Shell Only" shall require white power-coated aluminum cabinet, anti-graffiti coating, Best locks, and door hardware. No rack or chassis required.

### ELECTRICAL SERVICE ENCLOSURE

Type III, Type IV, Type V, and Type VI electrical service enclosures shall conform to Standard Specifications for Public Works Construction unless otherwise noted.

Type III electrical service enclosures shall conform to City of Long Beach specifications, which conform to Standard Specifications for Public Works Construction except for the following:

- 100 Amp Meter Socket and Support Hardware
- Six (6) 15/1 Circuit Breakers (Spare)
- One (1) 40 Amp 2 Pole Contractor 120V Coil
- Lot-Nameplates As Required

### ALTERNATE BRANDS/APPROVED EQUALS

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".

The vendor 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 vendor is not, in the opinion of the City of Long Beach, equal in every

## SPECIFICATIONS

**All pricing shall be submitted electronically via PlanetBids.**

Item	Section	Item Description	Unit of Measure	Quantity	Manufacturer	Model Number
1	Cabinet Parts	Loop Detector, Rack Mount (EDI 222 or equivalent)	EA	100	EDI	LMD 222-SF
2	Cabinet Parts	242 DC Isolator, 2 Channel, Rack Mount CT	EA	26	EDI	242-LSF
3	Cabinet Parts	#204 Flasher , Rack Mount Caltrans	EA	24	PDC	55F-88
4	Cabinet Parts	#200 Loadswitch, Rack Mount Caltrans	EA	65	PDC	55S-88
5	Cabinet Parts	332 Cabinet Per CLB Specs (White Alum, two cab lights P-20, best locks), Base Mount	EA	12	Econolite/Safetran	STCAB3678
6	Cabinet Parts	332 Cabinet SHELL ONLY Per CLB Specs (White Alum, door hardware, best locks)	EA	6	Econolite/Safetran	STCAB3679
7	Cabinet Parts	336 Cabinet Per CLB Specs (White Alum, two cab lights P-20, best locks), Base Mount	EA	2	Econolite/Safetran	STCAB3680
8	Cabinet Parts	336 Cabinet SHELL ONLY Per CLB Specs (White Alum, door hardware, best locks)	EA		Econolite/Safetran	STCAB3681
9	Cabinet Parts	Power Distribution Assembly Unit	EA	6	EDI	089334D33X-01
10	Cabinet Parts	Power Supply Unit for PDA2 332 cabinet	EA	12	EDI	153-0158
11	Cabinet Parts	332 Output file	EA	12	EDI	089371P33X-00
12	Cabinet Parts	Auxiliary Output File for 332 cabinet	EA	6	EDI	086898P33X-00
13	Cabinet Parts	170-E Controller / w Manual (1200 BPS Modem)	EA	12	NO BID	
14	Cabinet Parts	2070-E Controller / w Manual (1200 BPS Modem)	EA	12	Econolite/Safetran	2070E666510
15	Cabinet Parts	2070-LX Controller / w Manual (1200 BPS Modem)	EA	12	Econolite/Safetran	2070C106510
16	Cabinet Parts	2070-7G GPS Module	EA	25	NO BID	
17	Cabinet Parts	Eberle 2010 ECL conflict monitor (NO ALTERNATES)	EA	50	EDI	2010ECL-SF
18	Cabinet Parts	Eberle 210 conflict monitor (NO ALTERNATES)	EA	50	EDI	210
19	Cabinet Parts	Eberle 210E conflict monitor (NO ALTERNATIVES)	EA	50	NO BID	
20	Cabinet Parts	Modem for 170 controller 1200 BAUD	EA	12	NO BID	
21	Cabinet Parts	Modem for 170 controller 2400 BAUD	EA	12	NO BID	
22	Cabinet Parts	Modem for 170 controller 9600 BAUD	EA	12	NO BID	
23	Cabinet Parts	Modem for 2070 controller 2070-6A	EA	50	Econolite/Safetran	3521SPI
24	Cabinet Parts	GTT Opticom 2-channel phase selector (NO ALTERNATES)	EA	50	NO BID	
25	Cabinet Parts	GTT Opticom 2-channel, 2 output, detector (NO ALTERNATES)	EA	100	↓	
26	Cabinet Parts	GTT Opticom 2-channel, 1output, detector (NO ALTERNATES)	EA	25		
27	Cabinet Parts	GTT Opticom 1-channel, 1-output detector (NO ALTERNATES)	EA	25		
28	Cabinet Parts	GTT Opticom Emitter (NO ALTERNATES)	EA	2		
29	Cabinet Parts	GTT Opticom 4-conductor cable (NO ALTERNATES)	EA	1000		
30	Cables	5-Conductor Cable (R-Y-Br-W-BK) No Filler 14 ga. 20-1 (PE outer casing) per Caltrans 86-2.08D 2006 spec.	EA	1000		
31	Cables	28-Conductor Cable No Filler 14 ga/10 ga cmn; 20-1 (PE outer casing) per Caltrans 86-2.08D 2006 spec.	EA	1000		

## SPECIFICATIONS

32	Cables	9-Conductor Cable No Filler 14 ga; 20-1 (PE outer casing) per Caltrans 86-2.08D 2006 spec.	EA	1000	NO Bid	
33	Cables	3-Conductor Cable No Filler 14 ga; 20-1 (PE outer casing) per Caltrans 86-2.08D 2006 spec.	EA	1000	↓	
34	Cables	2-Conductor DLC Cable No Filler 14 ga per Caltrans 86-2.08D 2006 spec.	EA	1000		
35	Cables	PE-22 Interconnect cable (12 pair #19) air-filled	EA	1000		
36	Mounting Parts	Offset Slipfitter for 1-way Signal - Bronze; Powder coated / painted dark green	EA	100	NO Bid	K124R-B3AR-IV-75-(SSL)-1036-120V-K13-4K-GE-GY-#1
37	Mounting Parts	Offset Slipfitter for 1-way Signal - Aluminum; Powder coated / painted dark green	EA	50	↓	K124R-B3AR-IV-100-(SSL)-1054-120V-K13-4K-GE-GY-#1
38	Mounting Parts	Slipfitter for 4-way Signal - Bronze; Powder coated / painted dark green	EA	100		K124R-R1AR-V-120-(SSL)-1063-120V-K13-4K-GE-GY-#1
39	Mounting Parts	1.5" Serrated Elbow grn; Iron; Powder coated / painted dark green	EA	100		K124R-B3AR-IV-40-(SSL)-1036-120V-K14-4K-GE-GY-#1
40	Mounting Parts	1.5" Standard Elbow; Iron; Powder coated / painted dark green	EA	100		K124R-B3AR-IV-60-(SSL)-1036-120V-K14-4K-GE-GY-#1
41	Mounting Parts	1.5" Standard Signal "T" (2 threaded ends and one setscrew) Iron; Powder coated / painted dark green	EA	100		K124R-B3AR-IV-75-(SSL)-1036-120V-K14-4K-GE-GY-#1
42	Mounting Parts	PB cap Assy ADA, round, green	EA	200		K124R-B3AR-IV-100-(SSL)-1054-120V-K14-4K-GE-GY-#1
43	Mounting Parts	5"x7" Adj. PPB Assy, green	EA	200		K124R-R1AR-V-120-(SSL)-1063-120V-K13-4K-GE-GY-#1
44	Mounting Parts	5"x7" PPB Cap Sign – R10-4b DOUBLE-SIDED Front=LEFT Rear=RIGHT (Right Arrow on front, Left Arrow on rear)	EA	200		KCK124-R-B3AR-IV-40-(SSL)-1036-120V-4K-GE-GY-#1
45	Mounting Parts	5"x7" PPB Cap Sign – R10-4b DOUBLE ARROW (L&R)	EA	200		KCK124-R-B3AR-IV-60-(SSL)-1036-120V-4K-GE-GY-#1
46	Pedestrian Signals	Pedestrian Head Housing 16x18 only; Ptd, Olive Green	EA	200		KCK124-R-B3AR-IV-75-(SSL)-1036-120V-4K-GE-GY-#1
47	Pedestrian Signals	Accessible Pedestrian Signal	EA	40	Polara	KCK124-R-B3AR-IV-100-(SSL)-1054-120V-4K-GE-GY-#1
48	Pedestrian Signals	ADA Compliant Pedestrian Pushbutton	EA	200	Mccain	KCK124-R-R1AR-V-120-(SSL)-1063-120V-4K-GE-GY-#1
49	Pedestrian Signals	Pushbutton Bracket, Pole Top	EA	20	Mccain	KCK199-R-B3AR-IV-40-(SSL)-1036-120V-4K-GE-GY-#1
50	Signal Parts (Displays)	12" vehicle head no optics w/ tunnel visors, 5" mtl backplate, MAS Framework, Bronze OGR	EA	40	Econolite	P75AAS2-LB-000

## SPECIFICATIONS

51	Signal Parts (Displays)	12" vehicle head no optics w/ tunnel visors, 5" mtl backplate, MAS-4B Framework, Brnz, OGR	EA	15	Econolite	D75A160-4B
52	Signal Parts (Displays)	12" vehicle head no optics w/ tunnel visors, 5" mtl backplate, MAS-5A Cluster Framework, Brnz, OGR	EA	20	Econolite	D75A164-4B-000
53	Signal Parts (Displays)	12" vehicle head no optics w/ tunnel visors, 5" mtl backplate, SV-1-T, T3, T3 Bronze OGR	EA	45	Econolite	D75A352-4B-000
54	Signal Parts (Displays)	12" vehicle head no optics w/ tunnel visors, 5" mtl backplate, SV-2-T, T5 LOD, T3 ROD Bronze OGR	EA	12	Econolite	D75A219-4B
55	Signal Parts (Displays)	12" vehicle head no optics w/ tunnel visors, 5" mtl backplate, TV-1-T, (LOD)T3, Brnz OGR	EA	50	Econolite	D75A153-4B-000
56	Signal Parts (Displays)	12" vehicle head no optics w/ tunnel visors, 5" mtl backplate, TV-2-T, T3, T3 Bronze OGR	EA	12	Econolite	D75A311-4B-000
57	Signal Parts (Displays)	12" vehicle head no optics w/ tunnel visors, 5" mtl backplate, TV-2-T, T5 (LOD), T3(ROD) Bronze OGR	EA	12	Econolite	D75A347-4B
58	Signal Parts (Displays)	12" 3-Section Alum, No Optics, OG/OG, No Visors, 5" metal backplate	EA	200	Econolite	TBD
59	Signal Parts (Displays)	12" 4-Section Alum, No Optics, OG/OG, No Visors, 5" metal backplate	EA	24	Econolite	TBD
60	Signal Parts (Displays)	12" 5-Section Alum, No Optics, OG/OG, No Visors, 5" metal backplate	EA	12	Econolite	TBD
61	Signal Parts (Displays)	8" 3-Section Alum, No Optics, OG/OG, Tunnel Visors, 5" metal backplate FBK	EA	12	Econolite	TBD
62	Signal Parts (Displays)	12" Tunnel Visors Alum w/tabs (OGR on exterior of heads / FBK on vistor interior / bare on interior of signal heads)	EA	100	Econolite	E826SPI-11
63	Signal Parts (Displays)	12" Tunnel Visors Alum w/slots (OGR on exterior of heads / FBK on vistor interior / bare on interior of signal heads)	EA	100	No Bid	
64	Signal Parts (Displays)	8" Tunnel Visors Alum w/tabs (OGR on exterior of heads / FBK on vistor interior / bare on interior of signal heads)	EA	36	Econolite	E826OP1-11
65	Signal Parts (Displays)	8" Tunnel Visors Alum w/slots (OGR on exterior of heads / FBK on vistor interior / bare on interior of signal heads)	EA	36	No Bid	
66	Signal Parts (Displays)	12" Full Circle Visors Alum w/tabs (OGR on exterior of heads / FBK on vistor interior / bare on interior of signal heads)	EA	50	Econolite	E828SPI-11
67	Signal Parts (Displays)	12" Full Circle Visors Alum w/slots (OGR on exterior of heads / FBK on vistor interior / bare on interior of signal heads)	EA	50	No Bid	
68	Signal Parts (Displays)	8" Full Circle Visors Alum w/tabs (OGR on exterior of heads / FBK on vistor interior / bare on interior of signal heads)	EA	12	Econolite	E828OP1-11
69	Signal Parts (Displays)	8" Full Circle Visors Alum w/slots (OGR on exterior of heads / FBK on vistor interior / bare on interior of signal heads)	EA	12	No Bid	
70	Signal Parts (Displays)	Backplate Assy Alum T3, Std, 5" Brd, FBK	EA	86	Econolite	E1592P43-14
71	Signal Parts (Displays)	Backplate Assy Alum T3, EP, 5" Brd, FBK	EA	40	Econolite	E1597P43-14
72	Signal Parts (Displays)	Backplate Assy Alum SE3, Std, 5" Brd, FBK	EA	12	Econolite	E1592P43-14
73	Signal Parts (Displays)	Backplate Assy Alum Clstr, EP, 5" Brd, 17" CTC FBK	EA	6	Econolite	E1598G5-14
74	Signal Parts (Displays)	Backplate Assy Alum T4, EP, 5" Brd, FBK	EA	2	Econolite	E1597P44-14
75	Traffic Signal Poles	Pedestrian Pushbutton Poles (4' 7") no anchor bolts	EA	24	No Bid	
76	Traffic Signal Poles	Type 1-A, 7' with anchor bolts	EA	4	No Bid	

## SPECIFICATIONS

77	Traffic Signal Poles	Type 1-A, 10' with anchor bolts	EA	26	No Bid	
78	Traffic Signal Poles	Type 1-A, 14' no anchor bolts	EA	4		
79	Traffic Signal Poles	Type 1-D, 10' no anchor bolts	EA	18		
80	Traffic Signal Poles	Type 1-D, 14' no anchor bolts	EA	2		
81	Traffic Signal Poles	Type 15 with anchor bolts	EA	18		
82	Traffic Signal Poles	Type 15 TS with anchor bolts	EA	6		
83	Traffic Signal Poles	Type 16-2-129-20 with anchor bolts	EA	2		
84	Traffic Signal Poles	Type 17-2-129-17-6 with anchor bolts	EA	2		
85	Traffic Signal Poles	Type 17-2-129-20-12 with anchor bolts	EA	2		
86	Traffic Signal Poles	Type 17-3-129-20-6 with anchor bolts	EA	2		
87	Traffic Signal Poles	Type 18-2-129-30--F=9 with anchor bolts	EA	1		
88	Traffic Signal Poles	Type 19-2-129-30-12 F=9 with anchor bolts	EA	1		
89	Traffic Signal Poles	Type 19-4-129-25-12 with anchor bolts	EA	2		
90	Traffic Signal Poles	Type 24-3-129-35-12 with anchor bolts	EA	1		
81	Traffic Signal Poles	Type 24-4-129-35-12&8, 2nd LMA 180 degrees CC F=15 with anchor bolts	EA	1		
92	Traffic Signal Poles	Type 26-4-129-40-12 F=20 with anchor bolts	EA	1		
93	Traffic Signal Poles	Type 27-4-129-35 with anchor bolts	EA	1		
94	Traffic Signal Poles	Type 29-5-161-50-15 with anchor bolts	EA	1		
95	Traffic Signal Poles	30' MA No middle tenon for 24-4-129 (99 Spec), no anchor bolts	EA	3	✓	

**ATTACHMENT A**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Certification**

## Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 18 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Econolite Control Products, Inc.

Business/Contractor/Agency

John W. Tracy

Name of Authorized Representative

Chief Financial Officer

Title of Authorized Representative

[Signature]

Signature of Authorized Representative

3/16/2022

Date

r21411

## Acceptance of Certification

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

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

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the  
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-57-6200***



**ATTACHMENT B**

**REFERENCE LIST**



City of Long Beach  
 Purchasing Division  
 411 W Ocean Blvd/6<sup>th</sup> Floor  
 Long Beach CA 90802

Reference Information Form

Client/Contractor Name City of Anaheim  
 Project Manager/Contact Name John Thai E-mail jthai@anaheim.net Ph. No. 714-765-5202  
 Address 200 South Anaheim Blvd. Anaheim, CA 92805  
 Project Description Master Agreement  
 Project Dates (Start and End) 3/1/21 <sup>-3/31/22</sup> Contract Term(s) 1yr. + Contract Amount NA

Client/Contractor Name City of Moreno Valley  
 Project Manager/Contact Name Terry Klauminer E-mail terryk@moval.org Ph. No. 951-413-3162  
 Address 25180 Santiago Dr. Moreno Valley, CA 92551  
 Project Description Cabinet / Controller Bid  
 Project Dates (Start and End) 2020 Contract Term(s) 1 Bid Contract Amount NA

Client/Contractor Name County of San Bernardino  
 Project Manager/Contact Name Jeremy Johnson E-mail jeremy.johnson@claw.sbcounty.gov Ph. No. 909-387-8186  
 Address 825 E-3rd. St. San Bernardino, CA 92415  
 Project Description Traffic Equipment Bid  
 Project Dates (Start and End) 7/1/21 Contract Term(s) 1yr. + Contract Amount NA

Client/Contractor Name City of Long Beach  
 Project Manager/Contact Name was Mike Sickles E-mail \_\_\_\_\_ Ph. No. \_\_\_\_\_  
 Address 411 W. Ocean Blvd. 6th Floor Long Beach, CA 90802  
 Project Description Traffic Signal Equipment  
 Project Dates (Start and End) 7/2016 Contract Term(s) 2yr + Contract Amount NA

Client/Contractor Name City of Thousand Oaks  
 Project Manager/Contact Name Robert Sweeting E-mail rsweeting@toaksoak.org Ph. No. 805-449-2438  
 Address 2100 Thousand Oaks Blvd. Thousand Oaks, CA 91362  
 Project Description Purchase Traffic Equipment Frequently  
 Project Dates (Start and End) NA Contract Term(s) NA Contract Amount NA

**ATTACHMENT C**

**W-9 Request for Taxpayer  
Identification Number and Certification**

Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## 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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="text-align: center; font-size: 1.2em; font-family: cursive;">Econolite Control Products, Inc.</div>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) <div style="text-align: center; font-size: 1.1em; font-family: cursive;">1250 TUTH AVE.</div>	Requester's name and address (optional) <div style="text-align: center; font-size: 1.2em; font-family: cursive;">City of Long Beach</div>
6 City, state, and ZIP code <div style="text-align: center; font-size: 1.1em; font-family: cursive;">Anaheim, CA 92607</div>	
7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																	
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>									<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>								

or

Employer identification number												
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### 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <div style="text-align: center; font-size: 1.5em; font-family: cursive;">[Signature]</div>	Date ▶	<div style="text-align: center; font-size: 1.5em; font-family: cursive;">3-14-22</div>
------------------	--	--------	--

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

**Traffic Signal & Lighting Equipments**

**ATTACHMENT D**

**EQUAL BENEFITS ORDINANCE (EBO) 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

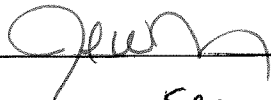
- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate 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: John W. Tracey Title: Chief Financial Officer  
Signature:  Date: 3/16/2022  
Business Entity Name: Econolite Control Products, Inc.

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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: Econolite Control Products, Inc. Federal Tax ID No. [REDACTED]  
Address: 1250 N. Tuwain Ave.  
City: Anaheim State: CA ZIP: 92807  
Contact Person: Cory Kelly Telephone: 714-273-4912  
Email: ckelly@econolite.com Fax: 714-630-6349

**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



**ATTACHMENT E**  
**INSURANCE REQUIREMENTS**



City of Long Beach Purchasing  
Division  
411 w. Ocean Blvd 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment E

### INSURANCE REQUIREMENTS

**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 equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 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 officials, employees, and agents**.

**(c) Commercial automobile liability** insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol 1 ("any auto"), and

**(d) Professional liability or errors and omissions** liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the engineering, traffic engineering, planning, or other professional services provided pursuant to this Agreement.

**(e) Umbrella liability** (in excess of all coverages from above except (b)) in an amount not less than Four Million Dollars (\$4,000,000) per claim covering the services provided pursuant to this Agreement. 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 tiers 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



## Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

**Entity Name:** ECONOLITE CONTROL PRODUCTS, INC.  
**File Number:** C0858227  
**Registration Date:** 12/30/1977  
**Entity Type:** DOMESTIC STOCK CORPORATION  
**Jurisdiction:** CALIFORNIA  
**Status:** ACTIVE (GOOD STANDING)

As of September 28, 2021 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of September 28, 2021.

A handwritten signature in black ink, appearing to read "S. N. Weber".

**SHIRLEY N. WEBER, Ph.D.**  
**Secretary of State**

**Certificate Verification Number:** RGP8JGR

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at [bebizfile.sos.ca.gov/certification/index](http://bebizfile.sos.ca.gov/certification/index).



City of Long Beach Purchasing  
 Division  
 411 W. Ocean Blvd 6<sup>th</sup> Floor  
 Long Beach, CA 90802

**Attachment E**

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 three (3) years. 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 stated 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.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: John W. Tracey Title: Chief Financial Officer

Signature: [Handwritten Signature] Date: 3/16/2022

\_\_\_\_\_ 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 16 day of March, 2022, at Anaheim, CA

Name John W. Tracey Signature [Signature]

Title Chief Financial Officer Federal Tax ID No. [Redacted]