

**BID NUMBER PA-06013**

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



**INVITATION TO BID**

**Emergency Vehicle Auxiliary Equipment**

**CONTRACT NO. 33724**

**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, BIDDER'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Bidder will be provided with a copy of the executed Contract. All materials or services provided by the Bidder shall comply with the City Charter, and all applicable Federal, State and City Laws.

**2. SERVICES TO BE PROVIDED BY THE BIDDER:**

Bidder 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 Bidder 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, Bidder 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 Bidder – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Los Alamitos CA ON THE 12 DAY OF AUGUST, 2013.  
CITY STATE

COMPANY NAME: ADAMSON POLICE PRODUCTS TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 10764 NOEL Street CITY: Los Alamitos STATE: CA ZIP: 90720

PHONE: 714 220 0986 FAX: 714 220 1842

SI [Signature] (SIGNATURE) PRESIDENT (TITLE)

JAMES CUNNINGHAM (PRINT NAME) \_\_\_\_\_ (EMAIL ADDRESS)

SI [Signature] (SIGNATURE) SECRETARY (TITLE)

JAMES CUNNINGHAM (PRINT NAME) \_\_\_\_\_ (EMAIL ADDRESS)

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

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

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

1/28/15  
Date

APPROVED AS TO FORM  
January 26, 2015.  
CHARLES PARKIN  
CITY ATTORNEY  
[Signature] Deputy

**BID NUMBER PA-06013**

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 562-570-6020.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

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

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

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

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

**WITNESS** my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

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

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

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

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

### SIGNER IS REPRESENTING:

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

\_\_\_\_\_  
\_\_\_\_\_

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

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

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

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

### 2. EXAMINATION OF BID:

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

### 3. CONDITIONS OF WORK:

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

### 4. DISCREPANCIES IN BID DOCUMENTS:

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

### 5. ORAL STATEMENTS:

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

### 6. BRAND NAMES AND SPECIFICATIONS:

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

### 7. AWARD:

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

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

### 11. PUBLIC WORK AND PREVAILING WAGES:

**INSTRUCTIONS TO BIDDERS**

The Bidder to whom the contract is awarded, along with its subbidders, 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.

Composition 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, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Bidder to whom the Contract is awarded, and his Subbidders to pay not less than the said prevailing rate of wages to all workers employed by Bidder or said Subbidders 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**  
 333 W OCEAN BLVD/PLAZA 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:** August 13, 2013  
**TIME:** 11:00 a.m.

**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.

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

**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.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)  
SUSAN CHU (562) 570-6164  
 PURCHASING TELEPHONE NUMBER

**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.

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)  
SUSAN CHU (562) 570-6164  
 PURCHASING TELEPHONE NUMBER

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

**17. BID OPENING PROCEDURES:**

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 16.

**SUBBIDDERS**

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.

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.

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

**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) calendar days after the date of the Bid opening.

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

**18. INTER-AGENCY PARTICIPATION:**

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

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

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

Circle appropriate designation: MBE WBE

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

## INSTRUCTIONS TO BIDDERS

any units sold to participating agencies.)

### **19. AMERICANS WITH DISABILITIES ACT:**

Bidder 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 bidder 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. Bidder 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 Bidder 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 Bidder and the City; but any claim by Bidder for such an adjustment must be made within thirty (30) days of such change.
6. Bidder 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, Bidder shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Bidder shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Bidder, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Bidder 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 Bidder. Upon receipt of any notice of such termination, Bidder shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Bidder 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 Bidder'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 Bidder 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 Bidder's instructions at Bidder's risk, and if Bidder so directs will be returned at Bidder'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 Bidder shall not be entitled to reimbursement for costs incurred due to escalation.

## CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Bidder 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 Bidder's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Bidder 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 Bidder 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 Bidder 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. Bidder 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. Bidder shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Bidder, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent bidder. Bidder, his agents and employees shall not be considered as employees of the City.
22. Bidder and subbidder(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. Bidder and subbidder(s) shall not discriminate against any employee or applicant for employment or against any subbidder 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. Bidder shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Bidder shall submit samples of all documents that Bidder 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 Bidder who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Bidder's bid shall take priority over said samples and this Invitation and Bidder's bid shall become the Contract between the City and the Bidder.
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. Bidder 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. Bidder 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 Bidder 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, Bidder shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Bidder 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), Bidder 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 Bidder receives a notice of award. Bidder shall not order any materials or equipment over \$100,000 from bidders outside California until the form is submitted and the permit(s) obtained and, if Bidder does so, it shall be a material breach of the Agreement. In addition, Bidder shall make all purchases from its Long Beach sales office and the Long Beach sales office of its bidders if those bidders have a Long Beach office and all purchases made by Bidder under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Bidder shall require the same form and permit(s) from its subbidders.



## CONTRACT – GENERAL CONDITIONS

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

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

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

A. If at any time during the progress of the Work, Bidder shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Bidder 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 Bidder 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. Bidder shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

B. Bidder 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 Bidder, Bidder shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Bidder under the Contract.

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

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

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

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

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

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

## CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

### D. INDEMNITY

- (1) Bidder 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 (a) Bidder's breach or failure to comply with any of its obligations contained in this contract, or (b) negligent or willful acts, errors, omissions or misrepresentations committed by Bidder, its officers, employees, agents, subbidders, or anyone under Bidder's control, in the performance of work or services under this contract (collectively "Claims" or individually "Claim").
- (2) In addition to Bidder's duty to indemnify, Bidder shall have a separate and wholly independent duty to defend Indemnified Parties at Bidder'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 Bidder shall be required for the duty to defend to arise. City shall notify Bidder of any Claim, shall tender the defense of the Claim to Bidder, and shall assist Bidder, as may be reasonably requested, in the defense.
- (3) If a court competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Bidder's costs of defense and indemnity shall be (a) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (b) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- (4) The provisions of this Section shall survive the expiration or termination of this contract.

- E. Bidder shall list the name and location of the place of business of each Subbidder who will perform work, labor or services for Bidder, 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 Bidder's total contract cost. The Subbidder list shall be submitted with Bidder's Bid.

**CONTRACT PERIOD:**

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

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

**BASIS OF AWARD OF CONTRACT**

The City reserves the right to award, in whole or in part, portions of this bid to one or more suppliers.

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

**BID SUBMISSION INSTRUCTIONS**

Bidders are recommended to visit the City's website [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) on a regular basis for any addendums to the bid.

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

- Reference List
- W-9 Form
- Equal Benefits Ordinance Form
- Small Business Enterprise Commitment Plan
- Printout from Secretary of State website of business entity

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one copy marked "COPY". All of these items shall be included in a sealed envelope and addressed to:

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

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

**PA-06013 Emergency Vehicle Auxiliary Equipment**

Bids must be received by 11:00 AM PDT, August 13, 2013. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

**TIMELINE**

Bid Release Date: July 30, 2013  
Bids Due (no late bids will be accepted): August 13, 2013 by 11:00 AM PDT

**BIDDER 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). Please print legibly.

Contact Name: Danny Bui  
Direct Phone: 714-220-0906 Cell Phone: 714 722 9238  
Email: dbui@policeproducts.com Fax: 714 220 7842

**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 quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references may void bid. See Reference Information form attachment.

**AWARD**

The City prefers to award to a single bidder but reserves the right to award contract to multiple bidders. 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, bidders, suppliers, subbidders or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

### **Time for Protest**

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

### **Form of Protest**

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

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

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

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

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

**PRICING**

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

Unit pricing in Bid Section shall remain firm for the duration of the Contract. Manufacturer's price increases will not be allowed nor paid by the City.

Prices shall be in accordance with those extended to other governmental agencies. Prices quoted should exclude State and City sales tax, and Federal excise tax.

**MAINTENANCE OF ADEQUATE STOCK**

Bidder shall maintain adequate stock for timely deliveries, for "emergency" and "fill-in orders", as needed by the City. "Scheduled order" shipments may be established by the City's Fleet Services Bureau at the beginning of the Contract period. These "scheduled order" shipments may be altered at any time during the Contract period.

**ON-LINE ORDERING AND CATALOGS**

Do you currently have on-line ordering:

Yes \_\_\_ No

If the answer is no, do you plan to have on-line ordering within the next twelve (12) months:

Yes  No \_\_\_

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

**MISCELLANEOUS PURCHASES**

Miscellaneous items may be purchased in amounts not exceeding \$1,500 per order.

**DELIVERY**

Deliveries shall be made within three (3) workdays after the date on which the City places an order. All deliveries shall be made FOB Destination to location listed below as F.O.B. address. Orders will be placed in quantities as required by the City, at the unit prices quoted in Bid Section. FAILURE TO CONFORM TO DELIVER REQUIREMENT MAY CAUSE CONTRACT TO BE CANCELLED.

**DELIVERY TIME**

The City reserves the right to make award based on delivery time quoted.

## **LATE DELIVERIES**

The Bidder shall maintain a monthly minimum performance of 95 percent completion of orders within the specified delivery time. Excessive late deliveries (5 percent or more per month late within the specified delivery time) shall be considered a breach of contract and shall be grounds for termination, and grounds for the City to exercise all legal remedies including, but not limited to, those specified in Item #9 of "Contract – General Conditions".

## **SHIPPING INSTRUCTIONS**

Prices quoted shall include all delivery and unloading charges to the City of Long Beach (using department).

F.O.B. ADDRESS: City of Long Beach Fleet Services Bureau  
2600 Temple Avenue  
Long Beach, CA. 90806

ATTENTION: Rollie Harvey

## **INVOICING**

Bidder must submit invoices every thirty (30) days. Bidder shall provide two invoices to the City with each billing. One invoice shall be sent to Central Accounts Payable, 333 West Ocean Blvd, 6<sup>th</sup> floor, Long Beach, CA 90802. The second invoice shall be sent to the Fleet Services Bureau. Bidder shall obtain the name and address of the correct person for invoicing at said Bureau.

## **BLANKET PURCHASE ORDER (BPO) / AUTHORIZED PERSONNEL**

A Blanket Purchase Order (BPO) will be sent to the Bidder by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipments shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release (Purchase Order) issued by the City.

## **PAYMENT REQUIREMENTS**

Bidder shall submit upon delivery or pick-up of each order an invoice describing each item purchased. Cost of each item shall be indicated as per unit of measurement less the discount offered in the Bid Section items.

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

Bidder shall submit an original plus two copies of the Monthly Summary Invoice, which shall be on Bidder's business stationery, by the seventh working day of each calendar month for orders completed during the previous month. It shall list the Bidder's individual invoice number and cost for each invoice, along with a total cost for the month. One copy of the individual invoices shall also be submitted with the Monthly Summary Invoice.

The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment in due course of payments.

**APPROVED EQUALS**

Items listed in "Bid Section" are to be by listed manufacturer/brand name or "Approved Equal".

"Approved equal" means approved in writing by the City as being of equivalent form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier. The determination of whether material or equipment offered as an "equal" is the same shall be made by the Assistant Director of Business and Fleet or his designee, in his sole opinion and discretion. The determination by the City shall be final.

The bidder may be requested to submit all data supporting its claim that material or equipment is an "equal".

Designee is: Rollie Harvey Fleet Acquisitions Supervisor  
(562) 570- 5404



ALTERNATE #1

PA-06013

Emergency Vehicle Auxiliary Equipment

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

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

SUMMARY OF BID ITEMS

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
01	20	Light bar, Whelen #SL8RRBB With options: a. Alley Lights b. Flashing takedown lights c. Four (4) LED (2 red/2 blue) d. Six (6) LED traffic advisor lights e. All auto lens - clear f. Mounting kit #47 g. Length 49"	\$ <u>1150<sup>50</sup></u>
02	50	Light bar, Federal Signal VALR51 With options: a. Alley Lights b. Flashing takedown lights c. Four (4) LED (2 red/2 blue) d. Six (6) LED traffic advisor lights e. Lens - clear f. Mounting kit g. Length 51"	WHELEN # G B8SP15 LEGACY \$ <u>1952<sup>25</sup></u>
03	70	Dome light kit, Sound Off #ECVDMLTALCV	\$ <u>41<sup>75</sup></u>
04	70	Map light, Little Light #LF18ER	\$ <u>33<sup>75</sup></u>
05	70	Deck light, Predator II # EP2F L.E.D.	\$ <u>160<sup>50</sup></u> WHELEN AVACV98RB
06	70	Light bar lens kit, Whelen 9LLENSKT	\$ <u>157<sup>75</sup></u>
07	70	Ultra LED EL3H04AO+J	\$ <u>179<sup>50</sup></u>
08	70	Federal Signal, Smart Siren Platinum #SSP3000 with mic/signal control.	\$ <u>488<sup>50</sup></u> WHELEN CCSRNTA3
09	70	Grill lights Sound off, LBPRDSGS1R	\$ <u>60<sup>95</sup></u> WHELEN ION SERIES

ALTERNATE #1

PA-06013  
Emergency Vehicle Auxiliary Equipment

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	
10	70 Ghost light single red EGHST1R	\$ 60 <sup>95</sup>	} WHELEN ION SERIES
11	70 Ghost light single blue EGHST1B	\$ 60 <sup>95</sup>	
12	70 Beacon light, Whelen L31HAF	\$ 262 <sup>89</sup>	
13	70 Federal signal plug and play headlight Wig-wag flasher. Chevy Tahoe 06 on.	\$ 42 <sup>25</sup>	WHELEN SSFPOS16
14	70 Vertex Super LED Whelen VTX609B	\$ 51 <sup>80</sup>	
15	70 Head light wig-wag module, Soundoff #ETHIFPO	\$ 26 <sup>95</sup>	WHELEN UHF2150A
16	70 Three port auxiliary power outlet, Sho-Me #14.0553	\$ 16 <sup>50</sup>	
17	70 Battery storage box, Phillips #PHM9-405	\$ NO BID	
18	70 Control harness assy, Patrol Power Chevy Tahoe 2013.	\$ 100 BID	
19	70 Control module, Unitrol UTM4	\$ 274 <sup>50</sup>	WHELEN 295SLSA6
20	70 Park kill module, Unitrol #UPKM-2	\$ 27 <sup>35</sup>	WHELEN WPKM1
21	70 Siren speaker assy. Whelen #SA314P	\$ 131 <sup>50</sup>	
22	70 Handheld microphone, Federal Signal #MNCT_SB	\$ 28 <sup>75</sup>	
23	70 Sager jump start switch #P3-31611	\$ NO BID	
24	70 Heavy duty solenoid # 586-108111	\$ NO BID	
25	70 Buss circuit breaker # CB150	\$ 39 <sup>00</sup>	
26	70 Three port auxiliary power outlet, Sho-Me #14.0553	\$ 16 <sup>50</sup>	
27	70 11" Console, faceplate, & mounts, Havis #S-EM-700	\$ 225 <sup>00</sup>	
28	70 External cup holder, Havis #S-MA-106	\$ 32 <sup>15</sup>	
29	8 Havis center console #CVS-0813-TAH1 With faceplates	\$ 269 <sup>50</sup>	

ALTERNATE #1

PA-06013

Emergency Vehicle Auxiliary Equipment

30	30	Rumbler Siren #00102 - 689000 - 000	\$ <u>330<sup>50</sup></u>
31	30	Pioneer LED w/ pedestal mount #PCP2PED	\$ <u>88<sup>15</sup></u>
32	8	Six LED strip light #000 - PSCOCDR	\$ <u>66<sup>85</sup></u>
33	24	Whelen ION LED Red # 974 - ICNR	\$ <u>61<sup>50</sup></u>
34	70	Trunk tray computer mount, Havis #S-TA-DS	\$ <u>101<sup>50</sup></u>
35	70	Rear prisoner seat package, Laguna #F2501 w/FACTORY seat belts	\$ <u>369<sup>75</sup></u>
36	70	Shot gun frame assy. Big Sky # ELS-210 FRA	\$ <u>121<sup>85</sup></u>
37	70	Shot gun lock, Santa Cruz #SC-1	\$ <u>48<sup>75</sup></u>
38	140	Momentary release button, Big Sky #E170607	\$ <u>7<sup>50</sup></u>
39	70	Shot gun release timer, Big Sky #RC-10	\$ <u>26<sup>50</sup></u>

WHELEN  
HOWLER

**RUSH DELIVERIES:** Due to the urgent nature of items the City may require deliveries within twenty-four (24) hours. Such "Rush Order" invoicing must be accompanied by written "Rush Order" confirmation from the City (i.e. fax or E-mail).

40 1-Lot Additional charge for "Rush Order" \$ ACTUAL FREIGHT CHARGE

State percentage discount allowed the City for miscellaneous items not listed that may be purchased for an amount not to exceed \$3,000.00 per order. 42 % FROM UPS / FEDX

Extension Option

a. Price increase shall not exceed 10 % during the first renewal period.

b. Price increase shall not exceed 10 % during the second renewal period.



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

Reference Information Form

Client/Contractor Name CITY OF GLENDALE  
 Project Manager/Contact Name GINA ROMO E-mail gromo@ci.glenhdle.ca.us Ph. No. (818) 548 2102  
 Address 141 N. GLENDALE AVE ROOM 346 GLENDALE CA 91206-4409  
 Project Description VEHICLE EMERGENCY EQUIPMENT PURCHASE CONTRACT  
 Project Dates (Start and End) 1/18/2011 - 1/31/2014 Contract Term(s) 3 YRS Contract Amount \$ 120,000 +

Client/Contractor Name COUNTY OF KERN - FIRE DEPT  
 Project Manager/Contact Name VICKI HOLOBECK E-mail VHOLOBECK@CO.KERN.CA.US Ph. No. 661 391 7045  
 Address 5642 VICTOR STREET BAKERSFIELD CA 93308-6056  
 Project Description EMERGENCY EQUIPMENT  
 Project Dates (Start and End) 7/1/2013 - 6/30/2014 Contract Term(s) 1 YR Contract Amount \$ 150,000 +

Client/Contractor Name COUNTY OF TULARE - IT/RADIO MAINT  
 Project Manager/Contact Name ROBERT SECOVICH E-mail RSECOVICH@CO.TULARE.CA.US Ph. No. 559 735 1381  
 Address 11871 AVE 272 VISALIA CA 93277  
 Project Description OPEN PO FOR EMERGENCY EQUIPMENT  
 Project Dates (Start and End) 7/2/2010 Contract Term(s) 1 YR + Contract Amount \$ 250,000

Client/Contractor Name SAN BERNARDINO COUNTY  
 Project Manager/Contact Name DENNIS PARHAM E-mail DPARHAM@SBCSD.ORG Ph. No. 909 387 3770  
 Address 655 EAST THIRD ST SAN BERNARDINO CA 92415  
 Project Description EMERGENCY EQUIPMENT  
 Project Dates (Start and End) 7/6/2009 Contract Term(s) 4 YRS Contract Amount \$ 200,000

Client/Contractor Name CITY OF SAN DIEGO  
 Project Manager/Contact Name MIKE SIMONDS E-mail msimon@csd.sandiego.ca.gov Ph. No. 619 985 4039  
 Address 3940 FEDERAL BLVD SAN DIEGO CA 92102-2518  
 Project Description EMERGENCY EQUIPMENT  
 Project Dates (Start and End) 5/7/2013 Contract Term(s) 1 YR Contract Amount \$ 200,000 +

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>PROFESSIONAL POLICE SUPPLY, INC</b>	
	Business name/disregarded entity name, if different from above <b>ADAMSON POLICE PRODUCTS</b>	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>10764 NOEL STREET</b>		Requester's name and address (optional)
City, state, and ZIP code <b>LOS ALAMITOS, CA 90720</b>		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>												
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<b>Employer identification number</b>												

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>8/6/13</b>
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**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

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

## 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:

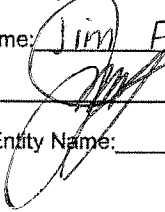
- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate 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: Jim Fraser Title: President  
Signature:  Date: 8/12/2013  
Business Entity Name: \_\_\_\_\_

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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: Adamson Police Products Federal Tax ID No. [REDACTED]  
Address: 10744 Noel Street  
City: Los Alamitos State: CA ZIP: 90020  
Contact Person: Jim Fraser Telephone: 714.220.0906  
Email: jfraser@policeproducts.com Fax: 714.220.1842

**Section 2. COMPLIANCE QUESTIONS**

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

**Section 3. PROVISIONAL COMPLIANCE**

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



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

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

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION


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

Executed this 12 day of August, 2013, at Los Alamitos CA

Name Jim Fraser

Signature 

Title President

Federal Tax ID No. 

**SMALL BUSINESS ENTERPRISE PROGRAM**

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



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

### SECTION 1

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

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

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

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

714.220.0900  
Phone #

\_\_\_\_\_  
Signature

8/12/13      j.fraser@policeproducts.com  
Date                      Email

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

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

**INSTRUCTIONS FOR SECTION 2:**

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



Secretary of State

Administration

Elections

**Business Programs**

Political Reform

Archives

Registries

**Business Entities (BE)****Online Services**

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

**Main Page****Service Options****Name Availability****Forms, Samples & Fees****Statements of Information**  
(annual/biennial reports)**Filing Tips****Information Requests**  
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information****Resources**

- Business Resources
- Tax Information
- Starting A Business

**Customer Alerts**

- Business Identity Theft
- Misleading Business Solicitations

**Business Search**

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

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

To conduct a search:

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

**Search Types:**

Corporation Name  Limited Liability Company/Limited Partnership Name  Entity Number

Entity Name or Number:

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

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

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