

ORIGINAL

BID NUMBER ITB LB15-007

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



INVITATION TO BID

LAMPS & LIGHTING FIXTURES

CONTRACT NO. 33956 7

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: LONG BEACH CA ON THE 29 DAY OF JUNE, 20 15.

COMPANY NAME: SPOT LIGHTING SUPPLIES INC TIN: [REDACTED]

STREET ADDRESS: 1200 ORSON AVE CITY: LONG BEACH STATE: CA ZIP: 90801

PHONE: 562-437-1300 FAX: 562-432-8096

S/ [Signature] PRES.

EDWARD SPOTSKY ED@SPOT-LIGHTING.COM

S/ [Signature] SECRETARY

EDWARD SPOTSKY ED@SPOT-LIGHTING.COM

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

8/27/15  
Date

APPROVED AS TO FORM 8-28, 2015  
CHARLES PARKIN  
CITY ATTORNEY  
[Signature]  
Deputy

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.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

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

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

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

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

WITNESS my hand and official seal.

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

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

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

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
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

**BID NUMBER ITB LB15-007  
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).

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

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

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

**12. RIGHT TO REJECT:**

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

**13. SAMPLES:**

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

**14. PRICES:**

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

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

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

**SUBCONTRACTORS**

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

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

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

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

Commodity/Service Provided: \_\_\_\_\_  
Circle appropriate designation: MBE WBE

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

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

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

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

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

**BID DUE DATE:** JUNE 30, 2015  
**TIME:** 11:00 am

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

LENORE BLUEFORD (562) 570-5384  
BUYER II TELEPHONE NUMBER

**17. BID OPENING PROCEDURES:**

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

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

**18. INTER-AGENCY PARTICIPATION:**

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

YES X NO \_\_\_\_\_

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

**19. AMERICANS WITH DISABILITIES ACT:**

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

**20. EQUAL BENEFITS ORDINANCE:**

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

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

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

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

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



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by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:  
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".
- The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.
30. NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

**INSURANCE:** As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

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

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.**

**BID NUMBER ITB LB15-007  
INSTRUCTIONS TO BIDDERS**

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

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

**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.

## SPECIAL CONDITIONS SECTION

### PROJECT OVERVIEW

Furnish and deliver Lamps and Lighting Fixtures to different locations throughout the City of Long Beach in accordance with department needs and fund availability.

### BID TIMELINE – All times are Pacific

Bid release date: June 12, 2015

Bid due date: June 30, 2015

### 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.

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

- \_\_\_\_\_ Debarment Certification Form
- \_\_\_\_\_ Equal Benefits Ordinance Form (EBO)
- \_\_\_\_\_ Insurance Requirements Form
- \_\_\_\_\_ Reference List
- \_\_\_\_\_ Small Business Enterprise Program Commitment Plan Form (SBE)
- \_\_\_\_\_ Vendor Application form
- \_\_\_\_\_ W-9 Form

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one (1) identical copy marked "COPY" and one electronic media PDF copy of bid and Excel price spreadsheet (USB drive, CD or other readable media). All of these items shall be included in a sealed envelope and addressed to:

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

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

### **ITB LB15-007 LAMPS AND LIGHTING FIXTURES**

**Bids must be received by 11:00 AM, June 30, 2015. 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.**

### 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.

### INSURANCE

See page 9 paragraph 30

## **SPECIAL CONDITIONS SECTION**

### **AWARD**

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

### **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 following the date on which bids were opened. The Purchasing and Business Services Manager must receive the protest by the close of the business on the fifth (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 Purchasing and Business Services Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

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

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

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

## **SPECIAL CONDITIONS SECTION**

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.

### **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process shall be funded in whole or in part from grants awarded under \_\_\_\_\_. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

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

**Access to Contractor's Records** - The Awarded Contractor 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 Contractor 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 Contractor 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 Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

**Compliance with Contract Work Hours and Safety Standard Act** – The Awarded Contractor 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 Contractor 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 Contractor 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.

## **SPECIAL CONDITIONS SECTION**

Copyright - The Awarded Contractor 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 Contractor shall comply with 25 CFR 85.34.

Drug-Free Workplace - The Awarded Contractor 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 Contractor 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 Contractor 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).

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)).

Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/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 Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, 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 Contractor 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).

Non-discrimination; Equal Employment Opportunity - The Awarded Contractor 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

## **SPECIAL CONDITIONS SECTION**

addition, the Awarded Contractor 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 Contractor into any subcontract exceeding \$10,000.

**Patent Rights-** The Awarded Contractor 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 Contractor 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 Contractor 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 Contractor 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 (48 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.

**SPECIAL CONDITIONS SECTION**

**CONTRACT PERIOD:**

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

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

**PRICE INCREASE**

A. Shall not exceed   1   % during the first renewal period.

B. Shall not exceed   1   % during the second renewal period.

**ADDENDUM**

Bidders shall check the purchasing web page at [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addendums incorporated into this bid. Failure to include the addendum(s) with the bid may cause the bid to be rejected.

**BASIS OF AWARD:**

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 bidder's experience, references, equipment, facility, operations, quality, fitness, capacity and adaptability in respect to the requirements of the specifications for the services proposed. Bid completeness, clarity, accuracy, and compliance with City requirements shall also be determining factors of award.

**DELIVERY SCHEDULE:**

DELIVERY POINT: F.O.B. Long Beach, California

DELIVERY TIME: 1 day for stock items 10 days for non-stock items.

**SHIPPING (SPECIAL) INSTRUCTIONS:**

Deliveries shall be made to multiple City of Long Beach sites. The City will not pay for shipping. All shipping, freight and inside delivery cost must be included in the bid prices.

**INSURANCE:** See page 9 section 30

**BOND PROVISIONS:** N/A



**SPECIAL CONDITIONS SECTION**

**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: Michael Espinosa  
Contact Direct Phone: (562) 437 - 1300  
Contact Cell: (562) 743 - 1952  
Contact Fax: (562) 432 - 8056  
Contact E-mail: mike@spot-lighting.com

**SUPPLEMENTAL CONDITIONS:**

Bidders must supply three (3) sets of catalogs and price lists with bid. Failure to include catalogs and price lists may void bid. Compact Disk or Flash Drive format are acceptable.

Miscellaneous items not listed herein may be purchased in an amount not to exceed \$250 per order.

**PRICING**

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

**MAINTENANCE OF ADEQUATE STOCK**

Contractor shall be required to maintain adequate stock for timely deliveries, for emergency and fill-in orders, as needed by the City.

**PAYMENT REQUIREMENTS**

Contractor shall submit an itemized invoice, for each delivery, describing the list of items with quantities, of materials delivered. Cost of each item shall be indicated as per unit of measurement with the discount/markup offered in the Bid Section items.

The Contractor shall provide the invoice to the City with each billing. The invoice shall be sent to the Department contact. If the purchase order does specify the Department contact and address, the Contractor is responsible for obtaining the name and address of the Department contact upon order.

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

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

## **SPECIAL CONDITIONS SECTION**

The Contractor shall submit an original plus two copies of the Monthly Summary Invoice, which shall be on the Contractor's business stationery, by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number(s) and cost for each invoice, along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment.

The City's Blanket Purchase Order, location of provided service and purchase order (release) number shall be indicated on all invoices. Contractor is responsible for obtaining the release number from the using department at the time of merchandise request. Each invoice shall include department, employee name and order identity numbers. Contractor shall not invoice for goods, materials, or supplies before merchandise has been shipped or delivered. Payment will not be authorized until merchandise has been received.

Travel time, freight, fuel charges, handling fee, or any other charges will not be accepted.

THE CITY WILL PAY BASED ON THESE INVOICES ON A NET 30 DAY BASIS

### **DISPOSAL OF WASTE MATERIALS:**

Contractor shall provide services to haul WASTE MATERIALS from a site in accordance with pertinent, federal, state, county and local laws, rules and regulations, as per California Code Title 22 Division 45 Chapter 23.

"WASTE MATERIALS" includes, but is not limited to, fluorescent lamps, sodium vapor lamps, mercury vapor lamps, high intensity discharge lamps, and ballasts which contain PCB's.

Contractor shall provide containers for WASTE MATERIALS at each City pickup site. Pickup sites, to be determined later, will be the same as the delivery locations. Waste containers can be corrugated boxes labeled with Contractor's name and "FOR WASTE LIGHTS AND LAMPS ONLY".

Contractor shall pick up WASTE MATERIALS with each delivery.

Contractor shall pick up, transport, and dispose of all WASTE MATERIALS in accordance with all federal, state, county and local laws, rules, regulations and ordinances and Contractor shall dispose of all WASTE MATERIALS at facilities (including those of any agency having jurisdiction over the hauling and disposal of WASTE MATERIALS) holding the appropriate permits and licenses for disposal.

Contractor shall determine that the permits and licenses are in good standing at all times. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from all liability, loss, claims, demands, penalties, fines, causes of actions, proceedings costs and expenses (including attorney's fees and court costs) related to Contractor's failure to properly haul and dispose of WASTE MATERIALS in accordance with the laws, rules, regulations and ordinances of the United States, Los

**SPECIAL CONDITIONS SECTION**

Angeles County, the City of Long Beach, and any agency having jurisdiction over the hauling and disposal of the Waste Materials.

Contractor shall pay all costs, fees and taxes, including but not limited to disposal fees and taxes imposed on waste incurred in performance of its work hereunder.

**PRICE AGREEMENT CONDITIONS**

Prices charged to the city shall be based on percentage discounts from manufacturer's published price lists. Percentage discounts shall remain firm for the duration of the contract, but said manufacturer's price lists may be subject to fluctuation in accordance with changes issued by the manufacturer. Price lists which are submitted with bid must be current at time of bid opening and shall not be subject to change for a period of 90 days after bid opening. **Bid may be rejected if price list is not submitted with bid.**

If the prices on the price lists are raised, the City reserves the right to accept such raises or to cancel such items from the contract. Contractor shall notify the city of such price increase immediately the City shall be given benefit of any decline in prices upon the Manufacturer's effective date of such decline. Change in price shall be effective on the date the notice of change is received by the City Purchasing Division, or at a later date designated by the contractor. Increases in price lists shall not be retroactive. Specifications and conditions herein shall supersede any conflicting conditions in price lists.

Contractor must submit a copy of new or revised price lists immediately to the City of Long Beach Purchasing Division, 333 West Ocean Blvd/Plaza, Long Beach CA 90802. Price list shall show Contractor's name, City contract number and blanket purchase order (BPO) number.

**DISCOUNTS**

Contractor To Furnish Parts As Listed In Current Manufacturer's Catalogs And/Or Price Lists.  
Percentage Discount Allowed The City: 70 %

CATALOG NAME & NO: General Electric DATED: Dec. 15, 2014

PRICE LIST NO: 9200D DATED: Dec. 15, 2014

APPLICABLE PRICE COLUMN: Warehouse Delivery

**NOTE: BIDDERS MUST SUPPLY THREE (3) SETS OF CATALOGS AND PRICE LISTS AT BID OPENING. FAILURE TO INCLUDE CATALOGS AND PRICE LISTS MAY VOID BID.**

**UNIT PRICES IN THE BID SECTION SHALL REFLECT THE DISCOUNT NOTED.**

**BID SECTION**

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

**SALES TAX AND DELIVERY**

UNIT PRICES STATED HEREIN SHALL **NOT** INCLUDE SALES TAX, BUT SHALL INCLUDE INSIDE DELIVERY THROUGH OUT THE CITY OF LONG BEACH.

**SUMMARY OF BID ITEMS**

PRODUCT NUMBER	DESCRIPTION	NAED / STOCK NUMBER	UNIT PRICE
<b><u>INCANDESCENT LAMPS</u></b>			
1	GE.150PAR46/TS-115V	150 WATT PAR46 TRAFFIC SIGNAL	GE 35327 \$ 19.25
2	HALCO.A19RED60C	60 WATT, A19 CERAMIC RED	Halco 6352 \$ .63¢
3	SYL.100A21/VS-130V	100 WATT, A21, EXTENDED SURFACE	SYL 13218 \$ 6.25
4	SYL.100A21-250V	100 WATT, A21 ROUGH SURFACE	SYL 13406 \$ 3.65
5	SYL.125BR40HEAT24PK-120V	125 WATT, INFRARED, REFLECTOR FLOOD	GE 48069 \$ 2.60
6	SYL.150A21/CL/RP-120V	150 WATT A21 CLEAR MED. BASE	SYL 13148 \$ .85¢
7	SYL.15A15-120V	15 WATT A15 120V LAMP	GE 10015 \$ .69¢
8	SYL.1950L/A23/8M-130V	1950 LUMEN CLEAR TRAFFIC SIGNAL	GE 20097 \$ 3.65
9	SYL.200A23-120V	200 WATT, A23, FROST	SYL 15505 \$ 2.05
10	SYL.25G25/DLSW/RP-120V	25 WATT, G25 WHITE GLOBE	GE 24657 \$ .99¢
11	SYL.39PAR20/HAL/FL30/10PK	39 WATT PAR20 HALOGEN FLOOD LAMP 120V	SYL 16104 \$ 2.75
12	SYL.40A/34/SS/XL-130V	40 WATT, A19, EXTENDED LIFE	GE 97848 \$ .55¢
13	SYL.53A/HAL/SW4-120V	75 WATT, A19, FROST	GE 63004 \$ 1.25
14	SYL.60A/4/RP-120V	60 WATT, A19, FROST	SYL 11227 \$ .45¢
15	SYL.60A/52/SS-120V	52 WATT, A19, SUPER SAVER	SYL 11376 \$ .95¢
16	SYL.60A/RS/RP/1-120V	60 WATT, A19, ROUGH SURFACE	GE 72529 \$ 1.25
17	SYL.65BR/FL/RP-120V	75 WATT, REFLECTOR FLOOD	SYL 15678 \$ 1.95
18	SYL.69A21/TS/8M-120V	69 WATT, CLEAR, TRAFFIC SIGNAL	SYL 12496 \$ 2.35
19	SYL.72A/HAL/SW4-120V	100 WATT, A19, FROST	GE 63005 \$ 1.25
20	SYL.80PAR38/HAL/S/WFL50-120V	120 WATT, REFLECTOR FLOOD	SYL 16751 \$ 4.75

**BID SECTION**

**TUNGSTEN HALOGEN LAMPS**

21	SYL.150Q/CL/MC/2-120V (ETG)	150 WATT CLEAR HALOGEN MINI CAN BASE	SYL	58735	\$	9.70
22	SYL.150T3Q/S/CL/RP-120V	150 WATT SHORT CLEAR HALOGEN RSC BASE	SYL	59601	\$	1.95
23	SYL.250Q/CL/MC-130V	58764-3 125W-150V 2000 HR	SYL	58762	\$	8.25
24	SYL.37MR16/IR/FL35/C-12V	Q35MR16 HR/CCG35	SYL	58633	\$	5.20
25	SYL.500Q/CL/MC(EVR)-120V	500 WATT CLEAR HALOGEN MINI CAN BASE	SYL	58766	\$	9.65
26	SYL.500T3Q/CL(FCL)-120V	500 WATT CLEAR HALOGEN RSC BASE	SYL	58996	\$	2.50

**MINIATURE LAMPS:**

27	PR2	FLASHLIGHT LAMP FOR 2 D CELL		PR2	\$	.24
28	PR3	FLASHLIGHT LAMP FOR 3 D CELL		PR3	\$	.24
29	PR4	FLASHLIGHT LAMP FOR 4 D CELL		PR4	\$	.24

**COMPACT FLUORESCENT LAMPS:**

30	CF13DS/841/ECO	13W 2 PIN GX23 BASE	SYL	21134	\$	1.25
31	SYL.CF13DD/827/ECO	13 WATT 2-PIN DOUBLE TUBE 2700K CFL	SYL	21117	\$	1.75
32	SYL.CF13DD/835/ECO	13 WATT DOUBLE TUBE 2 PIN CFL 3500K	SYL	21118	\$	1.75
33	SYL.CF13DD/E/835/ECO	13 WATT DOUBLE TUBE 4 PIN CFL 3500K	SYL	20671	\$	1.75
34	SYL.CF13DS/841/ECO	13 WATT 2-PIN SINGLE TUBE 4100K CFL	SYL	21134	\$	1.25
35	SYL.CF13EL/MINI/841	13 WATT MEDIUM BASE SCREW IN 4100K CFL	SYL	29567	\$	2.20
36	SYL.CF14EL/A19/827/RP	14 WATT A19 CFL MED BASE 2700K	GE	89632	\$	6.10
37	SYL.CF18DD/841/ECO	18 WATT 2-PIN DOUBLE TUBE 4100K CFL	SYL	21111	\$	1.75
38	SYL.CF18DD/E/841/ECO	18 WATT 4-PIN DOUBLE TUBE 4100K CFL	SYL	20668	\$	1.75
39	SYL.CF26DD/827/ECO	26 WATT DOUBLE TUBE 2 PIN CFL 2700K	SYL	21113	\$	1.75
40	SYL.CF26DD/841/ECO	26 WATT 2-PIN DOUBLE TUBE 4100K CFL	SYL	21115	\$	1.75
41	SYL.CF26DD/E/835/ECO	26 WATT 4-PIN DOUBLE TUBE 3500K CFL	SYL	20673	\$	1.75
42	SYL.CF26DD/E/841/ECO	26 WATT 4-PIN DOUBLE TUBE 4100K CFL	SYL	20669	\$	1.75
43	SYL.CF26DT/827/ECO	26 WATT 2-PIN TRIPLE TUBE 2700K CFL	SYL	20454	\$	3.75
44	SYL.CF26DT/E/IN/835/ECO	26 WATT TRIPLE TUBE 4 PIN CFL 3500K	SYL	20881	\$	3.15
45	SYL.CF30EL/TWIST/827/RP	30 WATT TWIST CFL MED BASE 2700K	SYL	29792	\$	6.20
46	SYL.CF32DT/E/IN/835/ECO	32 WATT 4-PIN TRIPLE TUBE 3500K CFL	SYL	20885	\$	3.15
47	SYL.CF32DT/E/IN/835/ECO	32 WATT TRIPLE TUBE 4 PIN CFL 3500K	SYL	20885	\$	3.15
48	SYL.CF42DT/E/IN/835/ECO	42 WATT TRIPLE TUBE 4 PIN CFL 3500K	SYL	20871	\$	3.15

**BID SECTION**

49	SYL.CF7DS/841/ECO	7 WATT SINGLE TUBE 2 PIN CFL 4100K	SYL	21274	\$	1.25
50	SYL.FT36DL/841/ECO	36 WATT 4-PIN LONG TWIN TUBE 4100K CFL	Philips	345132	\$	4.75
51	SYL.FT40DL/835/RS/ECO	41 WATT 22.4" T5 4PIN 2G11 BASE 3500K 82	Philips	300434	\$	4.50
52	SYL.FT40DL/841/RS/ECO	40 WATT 4-PIN LONG TWIN TUBE 4100K CFL	Philips	300442	\$	4.50
53	SYL.FT40DL/841/RS/ECO	40 WATT 4-PIN LONG TWIN TUBE 4100K CFL	Philips	300442	\$	4.50
54	TCP.1R2009	9 WATT MEDIUM BASE SCREW IN R20 FLOOD 2700K	TCP	1R2009	\$	5.75
55	TCP.48913	13 WATT DIM CFL SPRING LAMP 2700K MED BASE	TCP	48913	\$	4.50
56	TCP.48913-Y	13 WATT YELLOW CFL SPRING LAMP MED BASE	TCP	48913-Y	\$	5.80
57	TCP.801014	14 WATT MEDIUM SCREW IN 2700K SPRINGLAMP	TCP	801014	\$	1.60
58	TCP.801019	19 WATT DIM CFL SPRING LAMP 2700K MED BASE	TCP	801019	\$	2.20
59	TCP.80101935	19 WATT MEDIUM SCREW IN 3500K SPRINGLAMP	TCP	80101935	\$	2.25
60	TCP.801023	23 WATT MEDIUM SCREW IN 2700K SPRINGLAMP	TCP	801023	\$	2.25
61	TCP.80102341	23 WATT MEDIUM SCREW IN 4100K SPRINGLAMP	TCP	80102341	\$	2.25

**FLUORESCENT LAMPS:**

62	FB40 OCW/SS 6	40 WATT U BENT T12 6" SPACING MED BI-PIN	Philips	423087	\$	3.90
63	G15T8/OF	15 WATT, 18" T8 GERMICIDAL	SYL	21083	\$	7.40
64	GE.F35CX41/U3/WM	35 WATT U BENT T12 3" SPACING MED BI-PIN CW	GE	66854	\$	7.75
65	PHILIPS.F30T8/CW/ALTO	30 WATT 3FT T8 MED BI-PIN COOL WHITE PREHEAT	GE	10316	\$	2.25
66	PHILIPS.FC8T9/COOL WHITE PLUS	22 WATT 8" DIA. T9 CIRCLELINE COOL WHITE PLUS	Philips	391169	\$	4.15
67	SYL.F13T8/CW	13 WATT MED BI-PIN COOL WHITE PREHEAT	SYL	21766	\$	5.95
68	SYL.F14T8/CW	14 WATT 15" MED BI-PIN T8 COOL WHITE PREHEAT	SYL	21486	\$	2.50
69	SYL.F15T8/CW	15 WATT MED BI-PIN COOL WHITE PREHEAT	SYL	21616	\$	1.75
70	SYL.F20T12/CW	20 WATT MED BI-PIN COOL WHITE PREHEAT	GE	22078	\$	1.25
71	SYL.F30T12/CW/RS	30 WATT 3FT T12 MED BI-PIN RAPID START	Philips	272427	\$	1.55
72	SYL.F30T8/CW	30 WATT 36" T8 PREHEAT COOL WHITE	GE	10316	\$	2.25
73	SYL.F34CWX/SS	34 WATT 48" T12 RAPID START COOL WHITE DELUXE	SYL	24588	\$	1.60
74	SYL.F40/WX	40 WATT 4FT MED BI-PIN WHITE DELUXE 3500K	SYL	23505	\$	2.50
75	SYL.F40CWX	40 WATT 4FT MED BI-PIN COOL WHITE DELUXE	SYL	24441	\$	1.50
76	SYL.F48T12/CW/HO	60 WATT 4FT RDC PIN BASE RAPID START	Philips	369785	\$	2.15
77	SYL.F48T12/CW/SS	32 WATT 4FT SINGLE PIN INSTANT START CW	SYL	24823	\$	3.15
78	SYL.F72T12/CW	55 WATT 72" T12 SLIMLINE INSTANT START COOL WHT	Philips	369892	\$	2.50

**BID SECTION**

79	SYL.F72T12/CW/HO	85 WATT 6FT RDC PIN BASE RAPID START	Philips	366518	\$	2.50
80	SYL.F72T8/CW	38 WATT 6FT SINGLE PIN INSTANT START CW	SYL	27266	\$	7.50
81	SYL.F84T12/CW/HO	100 WATT 7 FT RDC PIN BASE RAPID START CW	SYL	25384	\$	3.20
82	SYL.F8T5/CW	8 WATT MINI BI-PIN T5 COOL WHITE PREHEAT	GE	10059	\$	1.40
83	SYL.F96T12/CW/HO/CT/ECO	110 WATT 8FT RDC PIN HO RAPID START	Philips	381764	\$	2.25
84	SYL.F96T12/CWX	75 WATT 96" T12 SLIMLINE INSTANT START COOL WHITE DELUXE	SYL	29478	\$	2.75
85	SYL.F96T12CWXSUPC	60 WATT 8FT SINGLE PIN INSTANT START CWX	SYL	23503	\$	2.70
86	SYL.FBO31/835	31 WATT U-BENT T8 INSTANT START 3500K 82CRI 1 5/8" LEG SPACING	SYL	21878	\$	6.50
87	SYL.FBO32/835/6/ECO	32 WATT U BENT T8 6" SPACING MED BI-PIN 3500K	SYL	21670	\$	4.35
88	SYL.FBO32/841/6/ECO	32 WATT U BENT T8 6" SPACING MED BI-PIN 4100K	SYL	21671	\$	4.35
89	SYL.FO17/835/ECO	17 WATT 2FT MED BI-PIN T8 3500K 82 CRI	Philips	281881	\$	2.25
90	SYL.FO17/841/ECO	17 WATT 24" T8 INSTANT START 4100K 82C	Philips	281899	\$	2.25
91	SYL.FO25/841/ECO	25 WATT 3FT MED BI-PIN T8 4100K 82 CRI	Philips	281915	\$	2.25
92	SYL.FO32/830/ECO	32 WATT 4FT MED BI-PIN T8 3000K 85 CRI	Philips	281519	\$	1.75
93	SYL.FO32/835/ECO	32 WATT 4FT MED BI-PIN T8 3500K 82 CRI	Philips	281535	\$	1.75
94	SYL.FO32/835/XP/ECO3	32 WATT 4FT T8 MED BI-PIN 3500K 85CRI LONG LIFE	GE	68855	\$	2.75
95	SYL.FO32/841/ECO	32 WATT 4FT MED BI-PIN T8 4100K 85 CRI	Philips	281550	\$	1.75
96	SYL.FO32/841/XP/ECO3	32 WATT 48" T8 INSTANT START 4100K 82CRI EXTENDED LIFE	GE	68856	\$	2.75
97	SYL.FO32/850/ECO	32 WATT 48" T8 INSTANT START 5000K 82C	Philips	281568	\$	1.75
98	SYL.FO96/841/ECO	59 WATT 8FT SINGLE PIN T8 4100K 82 CRI	SYL	22149	\$	4.70
99	SYL.FP14/835/ECO	14 WATT 24" T5 PROGRAMMED START 3500K 85CRI	GE	46671	\$	2.75
100	SYL.FP14/841/ECO	14 WATT 2FT T5 MINI BI-PIN 4100K 85 CRI	GE	46673	\$	2.75
101	SYL.FP21/841/ECO	21 WATT 3FT T5 MINI BI-PIN 4100K 85 CRI	GE	46687	\$	2.75
102	SYL.FP24/830/HO/ECO	24 WATT 24" T5 HIGH OUTPUT PROGRAMMED START 3000K 85CRI	GE	46699	\$	2.75
103	SYL.FP28/835/ECO	28 WATT 48" T5 PROGRAMMED START 3500K 85C	GE	46705	\$	2.45
104	SYL.FP28/841/ECO	28 WATT 4FT T5 MINI BI-PIN 4100K 85 CRI	GE	46706	\$	2.45
105	SYL.FP54/835/HO/ECO	54 WATT 4FT T5 MINI BI-PIN HO 3500K 85 CRI	GE	46760	\$	2.45
106	SYL.FP80/841/HO/ECO	54 WATT 4FT T5 MINI BI-PIN HO 4100K 85 CRI	GE	46804	\$	3.70
107	VOLTARC.FTU9-84T12/CW/HO	100 WATT U BENT 42" LONG CW HO SIGN LAMP	FTU9-84T12/CW/HO			25.75

**BID SECTION**

**FLUORESCENT LAMPS – CIRCLINE:**

108	PHIL.FC6T9/COOL WHITE PLUS	20 WATT 6.5" DIA. T9 CIRCLINE FLUORESCENT	GE	42732	\$	2.50
109	PHILIPS.FC8T9/COOL WHITE PLUS	22 WATT 8" DIA. T9 CIRCLINE COOL WHITE PLUS	Philips	391169	\$	4.15
110	PHIL.FC12T9/COOL WHITE PLUS	32 WATT 12" DIA. T9 CIRCLINE FLUORESCENT	Philips	391177	\$	3.80

**HIGH INTENSITY DISCHARGE LAMPS:**

111	OPTRONICS.BB2000	100 WATT 12 VOLT SPECIAL BLUE LAMP	Optronics	BB2000	\$	29.50
112	PHILIPS.SOX135	135 WATT LPS DC BAYONET MED BASE CLEAR	Philips	321539	\$	31.50
113	PHILIPS.SOX180	180 WATT LPS DC BAYONET MED BASE CLEAR	Philips	151167	\$	48.50
114	PHILIPS.SOX55	55 WATT LPS DC BAYONET MED BASE CLEAR	Philips	321513	\$	25.25
116	PHILIPS.SOX-E18	18 WATT LPS DC BAYONET MED BASE CLEAR	Philips	234047	\$	24.15
117	SYL.20T3Q/CL-12V	20 WATT T3 CLEAR 12 VOLT G4 BI-PIN HALOGEN	SYL	64425	\$	1.15
118	SYL.500PAR56Q/WFL-120V	500 WATT PAR56 MOGUL END PRONG WIDE FLO	GE	43496	\$	20.75
119	SYL.LU100/ECO	100 WATT HPS MOGUL BASE CLEAR S54	GE	85369	\$	7.25
120	SYL.LU150/55/ECO	150 WATT HPS MOGUL BASE CLEAR S55	GE	85371	\$	7.25
121	SYL.LU200/ECO	200 WATT HPS MOGUL BASE CLEAR S66	SYL	67576	\$	9.65
122	SYL.LU250/ECO	250 WATT HPS MOGUL BASE CLEAR S50	GE	85377	\$	7.25
123	SYL.LU310/ECO	310 WATT HPS MOGUL BASE CLEAR S67	GE	76996	\$	13.75
124	SYL.LU400/ECO	400 WATT HPS MOGUL BASE CLEAR S51	GE	85379	\$	7.25
125	SYL.LU70/ECO	70 WATT HPS MOGUL BASE CLEAR S62	GE	85368	\$	7.25

**AUDIO VISUAL, STTV LAMPS:**

126	SYL.EVW	250 WATT 82 VOLT GY5.3 BASE MR16 PROJECTOR	SYL	54723	\$	6.10
127	SYL.FXL	410 WATT 82 VOLT GY5.3 BASE MR16 PROJECTOR	SYL	54912	\$	5.65

**AIRPORT LAMP:**

128	GE.1M/T7/BP-120	1000 WATT 120 VOLT T7 MOGUL BI-POST	GE	88525	\$	150.00
129	HH221 KR95 68A19	68 WATT 120 VOLT CLEAR MED. BASE 16000 HR	HH	HH221	\$	6.25

**METAL HALIDE LAMP:**

130	SYL.M100/U/MED	100 WATT METAL HALIDE CLEAR MED BASE M90	SYL	64818	\$	10.75
131	SYL.M1000/U	1000 WATT METAL HALIDE CLEAR MOGUL BASE M4	SYL	64468	\$	15.65
132	SYL.M150/U/MED	150 WATT METAL HALIDE CLEAR MED BASE M12	Philips	137521	\$	10.75



**BID SECTION**

133	SYL.M1500/BU-HOR	1500 WATT METAL HALIDE CLEAR MOGUL BASE M	GE	47326	\$	19.50
134	SYL.M175/U	175 WATT METAL HALIDE CLEAR MOGUL BASE M	SYL	64471	\$	8.15
135	SYL.M175/U/MED	175 WATT METAL HALIDE CLEAR MEDIUM BASE M	GE	18902	\$	10.25
136	SYL.M250/U	250 WATT METAL HALIDE CLEAR MOGUL BASE M	SYL	64457	\$	8.15
137	SYL.M400/PS/U/BT28	400 WATT METAL HALIDE CLEAR MOGUL BASE M	SYL	64051	\$	12.00
138	SYL.M400/U	400 WATT METAL HALIDE CLEAR MOGUL BASE M	SYL	64490	\$	8.15
139	SYL.MS320/PS/BU-HOR	320 WATT METAL HALIDE CLEAR MOGUL BASE M	SYL	64507	\$	11.75

**HIGH PRESSURE SODIUM LAMPS:**

140	SYL.LU50/MED	50 WATT MEDIUM BASE CLEAR	GE	11345	\$	7.25
141	SYL.LU100/MED	100 WATT MEDIUM BASE CLEAR	GE	13250	\$	7.25
142	SYL.LU150/55/ECO	150 WATT MOGUL BASE CLEAR	GE	85371	\$	7.25
143	SYL.LU250/ECO	250 WATT MOGUL BASE CLEAR	GE	85377	\$	7.25
144	SYL.LU400/ECO	400 WATT MOGUL BASE CLEAR	GE	85379	\$	7.25

**LED LAMPS:**

**A19 - A21 REPLACEMENT LAMPS**

145	GC.6.5A19G4DIM/830	6.5 WATT OMNIDIRECTIONAL 120V 40W 3000K 480 LUMENS	GC	40733	\$	7.00
146	GC.9A19G4DIM/830	9 WATT OMNIDIRECTIONAL 120V 60W 3000K 800 LUMENS	GC	40743	\$	8.25
147	SYL.LED11A19/O/827/G3	11 WATT A19 2700K 120V OMNIDIRECTIONAL	GE	13791	\$	5.65
148	GC.12A19G4DIM/830	12 WATT OMNIDIRECTIONAL 120V 75W 3000K 1150 LUMENS	GC	16176	\$	14.50
149	GC.17A21G4DIM/830	17 WATT OMNIDIRECTIONAL 120V 100W 3000K 1650 LUMENS	GC	16179	\$	17.75

**R20 - BR30 - BR40 REPLACEMENT LAMPS:**

150	GC.7.5R20G3DIM/827	7.5 WATT R20 DIMMABLE FLOOD 50W 2700K 500 LUMENS	GC	40601	\$	8.95
151	GC.8BR30G4DIM/830	8 WATT BR30 DIMMABLE FLOOD 65W 3000K 650 LUMENS	GC	40772	\$	10.00
152	SYL.LED11WBR30/DIM/HO/827/G3	11 WATT BR30 2700K 120V FLOOD	GE	89936	\$	9.45
153	GC.17BR40G3DIM/830	17 WATT BR40 DIMMABLE FLOOD 120W 3000K 1200 LUMENS	GC	40610	\$	19.00

**PAR30 - PAR38 REPLACEMENT LAMPS**

154	SYL.LED13PAR30LN/DIM/830/F L40/G3	13 WATT PAR30LN 3000K 120V FLOOD	Philips	430132	\$	19.75
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**BID SECTION**

155	GC.14PAR30G3DIM/830NF25	14 WATT PAR30 LONG NECK DIMMABLE NFL 75W 3000K 850 LUMENS GC	40622	\$	11.15
156	GC.14PAR30G3DIM/830FL40	14 WATT PAR30 LONG NECK DIMMABLE FL 75W 3000K 850 LUMENS GC	40623	\$	12.25
157	GC.14.5PAR30SNG3DIM/830NF25	14.5 WATT PAR30 SHORT NECK DIMMABLE NFL 75W 3000K 850 LUMENS GC	40662	\$	12.25
158	GC.14.5PAR30SNG3DIM/830FL40	14.5 WATT PAR30 SHORT NECK DIMMABLE FL 75W 3000K 850 LUMENS GC	40663	\$	15.10
159	GC.16PAR38G3DIM/827NF25	16 WATT PAR38 DIMMABLE NFL 90W 2700K 950 LUMENS GC	40650	\$	13.40
160	GC.19PAR38G3DIM/830NF25	19 WATT PAR38 DIMMABLE NFL 120W 3000K 1260 LUMENS GC	40632	\$	15.65
161	GC.19PAR38G3DIM/830FL40	19 WATT PAR38 DIMMABLE FL 120W 3000K 1260 LUMENS GC	40633	\$	15.65
162	SYL.LED20PAR38/DIM/830/FL40	20 WATT PAR38 3000K 120V FLOOD Philips	435420	\$	22.50
163	SYL.LED7MR16/DIM/830/NFL25	7 WATT MR16 3000K 12V NARROW FLOOD GE	69920	\$	10.95

**CFL 26 WATT 4-PIN REPLACEMENT LAMPS: (work with existing ballast)**

164	GC.11PLHG4/830/DIR	11 WATT 4-PIN HORIZONTAL MOUNT 26W 3000K 920 LUMENS GC	40818	\$	21.50
165	GC.11PLHG4/835/DIR	11 WATT 4-PIN HORIZONTAL MOUNT 26W 3500K 950 LUMENS GC	40819	\$	21.50
166	GC.11PLHG4/840/DIR	11 WATT 4-PIN HORIZONTAL MOUNT 26W 4000K 1000 LUMENS GC	40820	\$	21.50
167	GC.11PLHG4/850/DIR	11 WATT 4-PIN HORIZONTAL MOUNT 26W 5000K 1000 LUMENS GC	40821	\$	21.50
168	GC.11PLVG4/830/DIR	11 WATT 4-PIN VERTICAL MOUNT 26W 3000K 920 LUMENS GC	97670	\$	23.15
169	GC.11PLVG4/835/DIR	11 WATT 4-PIN VERTICAL MOUNT 26W REPLACEMENT 3500K 950 LUMENS GC	97671	\$	23.15
170	GC.11PLVG4/840/DIR	11 WATT 4-PIN VERTICAL MOUNT 26W 4000K 1000 LUMENS GC	97672	\$	23.15
171	GC.11PLVG4/850/DIR	11 WATT 4-PIN VERTICAL MOUNT 26W 5000K 1000 LUMENS GC	97673	\$	23.15

**FLUORESCENT REPLACEMENT LAMPS: (work with existing ballast)**

172	GC.10T8G4/2F/840/DIR	10 WATT 2FT T8 4000K 1050 LUMENS GC	40802	\$	13.75
173	GC.10T8G4/2F/850/DIR	10 WATT 2FT T8 5000K 1100 LUMENS GC	40803	\$	13.75
174	GC.15T8G4/4F/840/DIR	15 WATT 4FT T8 4000K 1600 LUMENS GC	40796	\$	16.75
175	GC.15T8G4/4F/850/DIR	15 WATT 4FT T8 5000K 1600 LUMENS GC	40797	\$	16.75
176	GC.17T8G4/4F/840/DIR	17 WATT 4FT T8 4000K 2000 LUMENS GC	40800	\$	18.25

**BID SECTION**

177	GC.17T8G4/4F/850/DIR	17 WATT 4FT T8 5000K 2100 LUMENS	GC	40801	\$	18.25
178	GC.16T8U6G4/840/DIR	16 WATT U-6 T8 4000K 1800 LUMENS	GC	40848	\$	20.15
179	GC.16T8U6G4/850/DIR	16 WATT U-6 T8 5000K 1850 LUMENS	GC	40849	\$	20.15
180	PHIL.14.5T8/48-3500IF	14.5 WATT 4FT T8 3500K 1600 LUMENS	Philips	433268	\$	19.25
181	SYL.LED19T8/L48/835/SUB	19 WATT 4FT T8 3500K 2000 LUMENS	GE	93133	\$	19.00

**DOWNLIGHT CAN REPLACEMENT UNIT: (for retrofitting of medium base incandescent downlight cans)**

182	GC.11DL4G3DIM/827	11 WATT 4" CAN RETROFIT DIMMABLE 120V ONLY 2700K 620 LUMENS	GC	40697	\$	17.90
183	GC.12DLG3DIM/830	12 WATT 6" CAN RETROFIT DIMMABLE 120V ONLY 3000K 800 LUMENS	GC	40696	\$	19.00
184	GC.20CDL6G4DIM/830/277V	20 WATT 6" CAN RETROFIT DIMMABLE 120-277V 3000K 1200 LUMENS	GC	97686	\$	75.00
185	GC.20CDL6G4DIM/835/277V	20 WATT 6" CAN RETROFIT DIMMABLE 120-277V 3500K 1300 LUMENS	GC	97687	\$	75.00
186	GC.20CDL6G4DIM/850/277V	20 WATT 6" CAN RETROFIT DIMMABLE 120-277V 5000K 1400 LUMENS	GC	97688	\$	75.00
187	GC.35CDL8G4DIM/830/277V	35 WATT 8" CAN RETROFIT DIMMABLE 120-277V 3000K 2100 LUMENS	GC	97696	\$	83.00
188	GC.35CDL8G4DIM/840/277V	35 WATT 8" CAN RETROFIT DIMMABLE 120-277V 4000K 2200 LUMENS	GC	97698	\$	83.00
189	GC.35CDL8G4DIM/850/277V	35 WATT 8" CAN RETROFIT DIMMABLE 120-277V 5000K 2300 LUMENS	GC	97698	\$	83.00
190	GC.52CDL10G4DIM/830/277V	52 WATT 10" CAN RETROFIT DIMMABLE 120-277V 3000K 3200 LUMENS	GC	97706	\$	92.00
191	GC.52CDL10G4DIM/840/277V	52 WATT 10" CAN RETROFIT DIMMABLE 120-277V 4000K 3350 LUMENS	GC	97708	\$	92.00
192	GC.52CDL10G4DIM/850/277V	52 WATT 10" CAN RETROFIT DIMMABLE 120-277V 5000K 3500 LUMENS	GC	97708	\$	92.00

**MISCELLANEOUS ELEVATOR LAMP:**

193	6435/FR 20W 12V FL BA15D FROST	20 WATT 12 VOLT REFLECTOR FROSTED	Philips	340034	\$	6.50
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**MISCELLANEOUS LAMPS:**

194	ILUMENARC 36 W IP INGROUND	ILUMENARC FIXTURE	ILumenarc	11012001	\$	925.00
195	116-000024-00 C-SPLASH PHILIPS	COLOR KINETICS	Philips CK	116-000024-00	\$	1,115.00
196	116-000024-01 C-SPLASH PHILIPS	COLOR KINETICS	Philips CK	116-000024-01	\$	1,115.00

**BID SECTION**

197	VOLTARC.FTU9-84CW/HO	100 WATT U-BEND COOL WHITE HIGH OUTPUT FLUORESCENT SIGN LAMP	FTU9-84CW/HO	\$	25.75
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**COMPACT FLUORESCENT BALLASTS:**

198	ADV.ICF2S18H1LDK	BALLAST KIT FOR 1 OR 2 -18 WATT 4-PIN CFL LAMPS 120-277V	ICF2S18H1LD	\$	12.75
199	ADV.ICF2S26H1LD	BALLAST KIT FOR 1 OR 2 -26 WATT 4-PIN CFL LAMPS 120-277V	ICF2S26H1LD	\$	12.75
200	ADV.ICN3TTP40SC35I	BALLAST FOR 2 OR 3 - 40 WATT 4-PIN LONG DOUBLE CFL LAMPS 120-277V	SYL 49430	\$	19.50

**FLUORESCENT LAMP BALLASTS:**

201	ADV.ICN1P32N35I	BALLAST INSTANT START FOR 1 30-32 WATT T8 120-277V	ICN1P32N	\$	10.25
202	ADV.ICN2P32N35I	BALLAST INSTANT START FOR 2 30-32 WATT T8 120-277V	ICN2P32N	\$	7.60
203	ADV.ICN-2S28-N	ADVANCE CENTIUM 2 LAMP BALLAST FOR 75,75	B228 PUN-N	\$	18.50
204	ADV.ICN-3P32-N	BALLAST INSTANT START FOR 3 30-32 WATT T8 120-277V	ICN3P32N	\$	9.00
205	ADV.ICN4P32N35I	BALLAST INSTANT START FOR 4 30-32 WATT T8 120-277V	ICN4P32N	\$	10.50
206	ADV.IMH-150-H-LF	150W METAL HALIDE ELECTRONIC BALLAST	IMH150HLF	\$	50.00
207	ADV.IMH-50-G-LF	50 W METAL HALIDE ELECTRONIC BALLAST	IMH50GLF	\$	65.00
208	ADV.IMH-70-D-LF	70W METAL HALIDE ELECTRONIC BALLAST	IMH70DLF	\$	37.50
209	ADV.IOP-2P59-SC	BALLAST INSTANT START FOR 1-2 46,57,59 WATT T8 120-277V	IOP2P59N	\$	15.00
210	HD22-120A 120V 22W BALLAST	FC8T9 CIRCLELINE BALLAST	HD22-120A	\$	5.00
211	ILUMENARC 36 W IP INGROUND	ILUMENARC FIXTURE	ILUMENARC11012001	\$	925.00
212	PS1400QD BATTERY BACKUP BALLAST	1400 LUMEN OUTPUT	FH5-DUAL-1400L	\$	80.00
213	PS300QD BATTERY BACKUP BALLAST	300 LUMEN OUTPUT	FH3-DUAL-450L	\$	45.00
214	ULT.B232IUNVHP-N	ULT. 2 LAMP 32 W T8 120/277V BALLAST	B232IUNVHP	\$	8.00
215	ULT.B259IUNVHP-A	ULT. 2 LAMP 59 W T8 120/277V BALLAST	B259IUNVHP	\$	15.50
216	ULT.B432IUNVHP-A	ULT. 4 LAMP 32 W T8 120/277V BALLAST	B432IUNVHP	\$	10.25

Supplier shall furnish miscellaneous items not listed herein, from manufacturer's catalogs and/or price lists.

Percent discount allowed the City: 70 %

PAYMENT TERMS: 1% 15<sup>th</sup> NET 30

## 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 180 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.

SPOT LIGHTING SUPPLIES, INC

Business/Contractor/Agency

Edward Spatsky

Name of Authorized Representative

OWNER

Title of Authorized Representative

Ed Spatsky

Signature of Authorized Representative

6-26-15

Date

r20141001

## **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 anytime, 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 562-570-6200***

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

ORDINANCE NO. ORD-09-0036

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

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

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

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

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

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

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

///

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

3   Chapter 2.73

4   EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

5  
6           2.73.010    Title and purpose.

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

14  
15           2.73.020    Definitions.

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

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

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

28    ///



- 1           2.73.030     Contractors subject to requirements.
- 2                   A.     The following contractors are subject to this Chapter:
- 3                           1.     For-profit entities which enter into an agreement with
- 4                           the City for public works or improvements to be performed, or for goods or
- 5                           services to be purchased, for an amount of One Hundred Thousand Dollars
- 6                           (\$100,000) or more; and
- 7                           2.     For-profit entities which generate Three Hundred Fifty
- 8                           Thousand Dollars (\$350,000) or more in annual gross receipts and which
- 9                           occupy City property pursuant to a written agreement for the exclusive use
- 10                          or occupancy of said property for a term exceeding twenty-nine (29) days in
- 11                          any calendar year.
- 12                   B.     The requirements of this Chapter shall only apply to those
- 13                   portions of a contractor's operations that occur (i) within the City; (ii) on real
- 14                   property outside the City if the property is owned by the City or if the City
- 15                   has a right to occupy the property, and if the contractor's presence at that
- 16                   location is connected to a contract with the City; and (iii) elsewhere in the
- 17                   United States where work related to a City contract is being performed. The
- 18                   requirements of this Chapter shall not apply to subcontracts or
- 19                   subcontractors of any contract or contractor.
- 20                   C.     The City Manager or designee will provide a report to the City
- 21                   Council regarding the implementation of this ordinance no later than one
- 22                   year following the effective date of this Ordinance, and will consider among
- 23                   other items, whether the dollar thresholds set forth in subsections (A) and
- 24                   (B) should be modified.
- 25
- 26           2.73.040     Non-discrimination in provision of benefits.
- 27                   A.     No contractor subject to this Chapter pursuant to Section
- 28           2.73.030 shall discriminate in the provision of bereavement leave, family

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

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

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

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

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

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

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equivalent benefits; or

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

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

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

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

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

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

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

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

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

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

18  
19 2.73.050 Required contract provisions.

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

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28 ///

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

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2.73.060 Waivers and exemptions.

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

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. The contractor is a non-profit entity as defined in Section 2.73.020, above;
4. Non compliant contractors are capable of providing goods or services that respond to the City's requirements;
5. The contractor is a public entity;
6. The requirements of this Chapter are inconsistent with a grant, subvention or agreement with a public agency;
7. The City is purchasing through a cooperative or joint purchasing agreement;
8. The contract involves specialized legal services such that it would be in the best interests of the City to waive the requirements of this Chapter, as determined by the City Attorney;
9. The contract involves investment of trust moneys or agreements relating to the management of trust assets, City moneys invested in U.S. government securities or under pre-existing investment agreements, or the investment of City moneys where no person, entity or financial institution doing business with the City which is in compliance with this Chapter is capable of performing the desired transactions or the City will incur financial loss if the requirements of this Chapter are enforced;
10. After taking all reasonable measures to find an entity that complies with this Chapter, the City may waive any or all requirements of this Chapter for any contract or bid package advertised and made

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

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

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

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

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

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

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

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

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

1 enforcement of this Chapter.

2  
3 **2.73.080 Employee complaints to City.**

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

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

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

15  
16 **2.73.090 Remedies.**

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

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

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

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

OFFICE OF THE CITY ATTORNEY  
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333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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

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

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

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

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

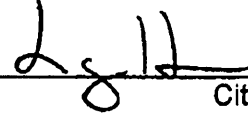
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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:


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

Noes: Councilmembers: None.

Absent: Councilmembers: None.

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

Approved: 12/11/09  
(Date)

  
\_\_\_\_\_  
Mayor

## 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, member ship 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: ED SPOTSKOBY Title: PRES

Signature: ED Spotskoby Date: 6-29-15

Business Entity Name: SPOT LIGHTING SUPPLIES, CNC

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: SPOT LIGHTING SUPPLIES, INC Federal Tax ID No.   
Address: PO BOX 20860  
City: LONG BEACH State: CA ZIP: 90801  
Contact Person: ED SPASKOVY Telephone: 562 437 1300  
Email: ED@SPOT-LIGHTING.COM Fax: 562 432 8056

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

\_\_\_\_ Yes \_\_\_\_ No

#### Section 4. REQUIRED DOCUMENTATION

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

#### Section 5. CERTIFICATION

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

Executed this 23 day of JUNE, 2015, at LONG BEACH, CA

Name Edward Spitzke Signature Ed Spitzke

Title PRES. Federal Tax ID No. 



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

## INSURANCE REQUIREMENTS

- Contractor shall submit proof of insurability from an insurance company with an: 8 rating {as specified in City AR 8-27} from AM Best Company with bid. Failure to submit this proof will disqualify the bid.
- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
  - Admitted (Licensed) in the State of California with a current financial responsibility rating of an 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 AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
  - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
  - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
  - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
  - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall 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



City of Long Beach  
 Purchasing Division  
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 Long Beach CA 90802

- o Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- 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.

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

Printed Name: EDWARD STOKOY Title: PRES.

Signature: [Handwritten Signature] Date: 6/29/15

**REFERENCE LIST REMOVED**



**SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE),  
LOCAL SMALL BUSINESS ENTERPRISES (LSBE)**

**PROGRAM PROCEDURES AND GOALS**

The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. **Although SBE/VSBE/LSBE subcontracting goals were not assigned to this procurement, the City strongly encourages SBE and VSBE firms to submit bids/quotes on this procurement opportunity.**

The City's online bidding database, facilitates the City's effort to meet the annual SBE/VSBE/LSBE goal. All bidders/vendors (large and small) are strongly encouraged to register in the City's online bidder's database. Small businesses must apply for SBE certification via the database in order to receive SBE, VSBE or LSBE status for this or any future procurement. To register, log on to **[www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing)** and click on "Bidder Registration." To apply for SBE certification, answer "Yes" to the following question on the online vendor registration site: "Would you like to be SBE certified by the City of Long Beach as a Small Business Enterprise?"

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards based on North American Industrial Classification System (NAICS) codes. VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$3.50 million or less, or small business manufacturers with 25 or fewer employees. LSBE eligibility is determined by having a current, valid business license from the City and a seller's permit showing a place of business within City limits and meet the SBE requirements.

**Registration and certification are free to all businesses.** As a registrant, you will receive e-notifications of contracting and procurement opportunities that match the product and service codes you selected at the time of registration. As a certified SBE, you will also be included in the online SBE/VSBE/LSBE directory.

To learn more about the City's SBE Program, please visit **<http://www.longbeach.gov/purchasing/sbe.asp>**.

Company Name (same as line 1 on W9): Spot Lighting Supplies, Inc

DBA Name (same as line 2 on W9):

leave blank if not applicable

Federal Tax ID Number (or SSN): 95-332531

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

Web Address:

leave blank if not applicable

Purchase Order Address: P O Box 20860

Attn: Ed Spotskey

City: Long Beach

State: Ca Zip Code: 90801

Contact Name: Ed Spotskey

E-mail: ed@spot-lighting.com

Phone Number: 562-437-1300

i.e. 562-555-1234

Fax: 562-432-8056

i.e. 562-555-5678

Toll Free:

i.e. 800-555-2468

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

'Remit to' Address: Same

Attn:

City:

State:

Zip Code:

Contact Name:

E-mail:

Phone Number:

i.e. 562-555-1234

Fax:

i.e. 562-555-5678

Toll Free:

i.e. 800-555-2468

Type of Ownership:

Individual

Partnership

Corporation

LLC

Nonprofit

Government

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

MBE

WBE

Local

DBE

Certified SBE

Certified Micro

State certification number:

## 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. <b>SPOT LIGHTING SUPPLIES, INC</b>		
	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) ▶ _____		<input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	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.) <b>1200 OREGON AVE</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>LONG BEACH, CA 90813</b>		
	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.

Social security number		
	-	
	-	

**OR**

Employer identification number		

**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.

### 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 ▶ <b>[Signature]</b>		Date ▶ <b>6/29/15</b>
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### 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/w9](http://www.irs.gov/w9).

### 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.