

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



INVITATION TO BID

Traffic Signal Equipment

CONTRACT NO. 34418

- 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.
- 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.
- 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.
- 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.
- 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: Orange CITY CA STATE ON THE 28 DAY OF July MONTH, 20 16.

COMPANY NAME: JTB Supply Co., Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1030 N. Batavia St CITY: Orange STATE: CA ZIP: 92867

PHONE: 714-639-9498 FAX: 714-639-9488

S/ Mindy Myers (SIGNATURE) Sales Administrator (TITLE)

Mindy Myers (PRINT NAME) mindye@jtbSupplyCo.com (EMAIL ADDRESS)

S/ Jeff York (SIGNATURE) President (TITLE)

JEFF YORK (PRINT NAME) JEFF.YORK@JTBSUPPLYCO.COM (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH
BY [Signature] Director of Financial Management Date 10/11/16

APPROVED AS TO FORM 10-10-2016
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.

ACKNOWLEDGMENT

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

State of California
County of _____)

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

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

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


WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
 PRESIDENT
 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

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

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 – ATTN: Traci Fitzharris
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: August 3, 2016

TIME: 11:00 am

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

TRACI FITZHARRIS (562) 570-5384
ASSISTANT BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

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

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

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

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

18. INTER-AGENCY PARTICIPATION:

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

YES _____ NO X

(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:

INSTRUCTIONS TO BIDDERS

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

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Jullissa 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.

CONTRACT – GENERAL CONDITIONS

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

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than 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

CONTRACT – GENERAL CONDITIONS

by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

PROJECT OVERVIEW

The City of Long Beach is soliciting bids to furnish and deliver traffic signal equipment on an as-needed basis in accordance with department needs and/or fund availability.

BID TIMELINE – All times are Pacific Time

Bid release date:	July 13, 2016
Questions, approved equals and samples due to the City:	July 20, 2016 by 4:00 PM
Response from City to bidder and samples approved:	July 27, 2016 by 4:00 PM
Bid due date:	August 3, 2016 by 11:00 AM

BID SUBMISSION INSTRUCTIONS:

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

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

- Signed Bid Cover Page
- ~~N/A~~ California All Purpose Acknowledgment, Notarized (if applicable)
- Bid Price Sheet
- Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- W-9 Form (Attachment C)
- Equal Benefits Ordinance (EBO) (Attachment D)
- Insurance Requirement (Attachment E)
- Secretary of State Certification Print-Out (Attachment F)

METHOD OF SUBMISSION:

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

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

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

Pricing shall be submitted electronically on the Line Items tab and the bid price sheet as a general attachment. In case of error between the electronic line item and the bid price sheet, the bid price sheet shall govern.

BID NUMBER ITB PW 16-150

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

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

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

City of Long Beach
C/O City Clerk
Attn: Traci Fitzharris
333 West Ocean Boulevard, Plaza Level
Long Beach, CA 90802

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

ITB PW 16-150 Traffic Signal Equipment

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, August 3, 2016. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

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

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov attention Traci Fitzharris with the bid number in the subject line of the email message.

REFERENCES

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

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids. Quantities will not be considered in making this award. The award will be based on the lowest unit prices given.

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 must do so within five (5) business days of the electronic notification of intent to award. The Business Services Bureau Manager must receive the protest by the close of the business on the fifth (5th) business day following posting of the notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Services Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received. Once the protest is received by the Business Services Bureau Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Business Services Bureau Manager by the close of the business on the third (3rd) business day.

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

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

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

BOND PROVISIONS

Not applicable.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Not applicable.

EQUAL BENEFITS ORDINANCE

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

INSURANCE REQUIREMENTS

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

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: <http://www.sos.ca.gov>

See **Attachment F**. Please include a printout of your business entity from the website. Individual and sole proprietor businesses are exempt.

SMALL BUSINESS ENTERPRISE GOAL (SBE) - EXEMPT

There is a combined zero percent (0%) SBE Goal associated with this request. See **Attachment G** for information on the program.

FUTURE AMENDMENTS

The City reserves the right to add and/or delete items, which may become necessary. Any such revisions shall be accomplished by written authorization approved by the City Purchasing Agent or her designee.

VALIDITY

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

ALTERNATE BRANDS/APPROVED EQUALS

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent".

The vendor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the vendor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the vendor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.

BID NUMBER ITB PW 16-150

If bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the City in writing no later than **July 20, 2016 by 4:00 PM PT**. The request shall include all data necessary to substantiate that the item is equal. The City will notify the bidder, in writing, of approval or disapproval of the equivalent item no later than **July 27, 2016 by 4:00 PM PT**. Approved equal documentation must be e-mailed to: purchasingbids@longbeach.gov, or mailed to City of Long, Purchasing Division, Traci Fitzharris, 333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802.

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

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

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

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

CONTRACT PERIOD

The Contract term shall be twenty-four (24) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. 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 during the contract period, vendor shall be required to furnish and deliver the replacement item at a comparable cost if item is at end-of-sale. The vendor shall warrant that the replacement item meets or exceeds all of the current model specifications.

RENEWALS

It is agreed that if the City intends to renew this Contract, the City shall so notify the Vendor 90 days prior to the expiration date. If the Vendor proposes a price increase for a contract renewal, the Vendor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, the Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable. Documentation may be required to provide justification for any increases based on the US Bureau of Labor Statistics, Consumer Price Index increases or manufacturer increases that are out of the control of the Vendor.

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

PRICE AGREEMENT CONDITIONS

Prices charged to the City shall be based on percentage discounts from the manufacturer's published price lists. Percentage discounts 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 submitted with bid must be current at time of bid opening and shall not be subject to change for a period of six months after bid opening. 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 Agent, 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 Purchasing Agent. Price list shall show Contractor's name, City Contract Number, and blanket purchase order (BPO) number.

PRICING

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

DISCOUNT AND MISCELLANEOUS PURCHASES

Please specify percentage discount the City will receive from catalog prices:

0 % discount Catalog dated: N/A

City departments shall be authorized to purchase miscellaneous items not listed herein up to a maximum of \$5,000.00 per order.

PRICE INCREASE:

Please fill in the following blanks:

- A. Shall not exceed 5 % during the first renewal period.

- B. Shall not exceed 5 % during the second renewal period.

INVENTORY

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

QUANTITIES

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

MAINTENANCE OF ADEQUATE STOCK

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

SAMPLES

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

DELIVERY

Prices quoted shall include all delivery and unloading charges to the City of Long Beach Public Works Department, Public Service Traffic Signals Section at 1601 San Francisco Avenue, Long Beach, CA 90813. The City reserves the right to make award based on delivery time quoted. City of Long Beach staff or designee will unload the trucks at the above address (Public Service Yard).

DELIVERY SCHEDULE

Delivery shall be made within sixty to ninety (60-90) calendar days after receipt of order. The **ability to deliver sooner** may be a factor in award.

Please state delivery time: 60-90

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

Please state delivery time: 30 days

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

Please state delivery time: 15 days

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

1030 N. Batavia St. Ste. A Orange, CA. 92867

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

SPECIFICATIONS

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

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

Appurtenances:

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

WARRANTY

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

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

CONFLICT OF INTEREST

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

ILLUSTRATIVE AND TECHNICAL DATA

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

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: Mindy Myers

Contact Direct Phone: 714. 639. 9498 x. 102

Contact Fax: 714. 639. 9488

Contact E-mail: mindy @ jtbsupplyco. com

VENDOR'S EMPLOYEES

For statistical purposes only, please provide the following information below regarding your company's employees.

Specify the number of current full-time employees residing in Long Beach: 1.

Specify the number of current part-time employees residing in Long Beach: N/A.

Firm/Company Name:

SUBMITTED IS OUR BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS, AND TERMS AND CONDITIONS FOR FURNISHING AND DELIVERING TRAFFIC SIGNAL EQUIPMENT TO THE CITY OF LONG BEACH. PRICES QUOTED SHALL BE FOB DESTINATION FREIGHT PREPAID OF THE CITY OF LONG BEACH. PRICES SHALL INCLUDE ALL SHIPPING AND DELIVERY FEES. BIDDERS SHALL NOT INCLUDE FEDERAL EXCISE TAX OR STATE RETAIL TAX IN THE PRICES QUOTED.

It is understood by the Vendor that the quantities given are estimates and that the City of Long Beach may purchase an amount above or below the estimate given according to the requirements and needs of the City.

ITEM	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	40	ea	12" vehicle head no optics w/ tunnel visors, 5" metal backplate, MAS Framework, Bronze OGR	\$ 265. ⁰⁰	\$ 10,600. ⁰⁰
2	15	ea	12" vehicle head no optics w/ tunnel visors, 5" metal backplate, MAS-4B Framework, Bronze OGR	\$ 353. ⁰⁰	\$ 5,295. ⁰⁰
3	20	ea	12" vehicle head no optics w/ tunnel visors, 5" metal backplate, MAS-5A Cluster Framework, Bronze OGR	\$ 460. ⁰⁰	\$ 9,200. ⁰⁰
4	45	ea	12" vehicle head no optics w/ tunnel visors, 5" metal backplate, SV-1-T,T3,T3 Bronze OGR	\$ 377. ⁰⁰	\$ 16,965. ⁰⁰
5	6	ea	12" vehicle head no optics w/ tunnel visors, 5" metal backplate, SV-2-T,T5 LOD,T3 ROD Bronze OGR	\$ 735. ⁰⁰	\$ 4,410. ⁰⁰
6	12	ea	12" vehicle head no optics w/ tunnel visors, 5" metal backplate, SV-2-T,T5 LOD,T3 ROD Bronze OGR	\$ 735. ⁰⁰	\$ 8,820. ⁰⁰
7	50	ea	12" vehicle head no optics w/ tunnel visors, 5" metal backplate, TV-1-T, (LOD)T3, Bronze OGR	\$ 438. ⁰⁰	\$ 21,900. ⁰⁰
8	12	ea	12" vehicle head no optics w/ tunnel visors, 5" metal backplate, TV-2-T, T3,T3 Bronze OGR	\$ 673. ⁰⁰	\$ 8,076. ⁰⁰
9	12	ea	12" vehicle head no optics w/ tunnel visors, 5" metal backplate, TV-2-T, T5 (LOD), T3(ROD) Bronze OGR	\$ 792. ⁰⁰	\$ 9,504. ⁰⁰
10	100	ea	Offset Slipfitter for 1-way Signal - Bronze; Powder coated / painted dark green	\$ 81.50	\$ 8,150. ⁰⁰
11	50	ea	Offset Slipfitter for 1-way Signal - Aluminum; Powder coated / painted dark green	\$ 40. ⁰⁰	\$ 2,030. ⁰⁰
12	100	ea	Slipfitter for 4-way Signal - Bronze; Powder coated / painted dark green	\$ 156. ⁰⁰	\$ 15,600. ⁰⁰
13	100	ea	1.5" Serrated Elbow green; Iron; Powder coated / painted dark green	\$ 14.15	\$ 1,415. ⁰⁰
14	100	ea	1.5" Standard Elbow; Iron; Powder coated / painted dark green	\$ 5.10	\$ 510. ⁰⁰
15	100	ea	1.5" Standard Signal "T" (2 threaded ends and one setscrew) Iron; Powder coated / painted dark green	\$ 10.25	\$ 1,025. ⁰⁰
16	200	ea	12" 3-Section Alum, No Optics, OG/OG, No Visors, 5" metal backplate	\$ 134. ⁰⁰	\$ 26,800. ⁰⁰

17	24	ea	12" 4-Section Alum, No Optics, OG/OG, No Visors, 5" metal backplate	\$ 187. ⁰⁰	\$ 4,488. ⁰⁰
18	12	ea	12" 5-Section Alum, No Optics, OG/OG, No Visors, 5" metal backplate	\$ 213. ⁰⁰	\$ 2,556. ⁰⁰
19	12	ea	8" 3-Section Alum, No Optics, OG/OG, Tunnel Visors, 5" metal backplate FBLK	\$ 179. ⁰⁰	\$ 2,148. ⁰⁰
20	100	ea	12" Tunnel Visors Alum w/tabs OGR/FBK	\$ 18.90	\$ 1,890. ⁰⁰
21	100	ea	12" Tunnel Visors Alum w/slots OGR/FBK	\$ 18.90	\$ 1,890. ⁰⁰
22	36	ea	8" Tunnel Visors Alum w/tabs OGR/FBK	\$ 15.30	\$ 550.80
23	36	ea	8" Tunnel Visors Alum w/slots OGR/FBK	\$ 15.30	\$ 550.80
24	50	ea	12" Full Circle Visors Alum w/tabs OGR/FBK	\$ 20. ⁰⁰	\$ 1,000. ⁰⁰
25	50	ea	12" Full Circle Visors Alum w/slots OGR/FBK	\$ 20. ⁰⁰	\$ 1,000. ⁰⁰
26	12	ea	8" Full Circle Visors Alum w/tabs OGR/FBK	\$ 16.50	\$ 198. ⁰⁰
27	12	ea	8" Full Circle Visors Alum w/slots OGR/FBK	\$ 16.50	\$ 198. ⁰⁰
28	86	ea	Backplate Assy Alum T3, Std, 5" Brd, FBK	\$ 26. ⁰⁰	\$ 2,236. ⁰⁰
29	40	ea	Backplate Assy Alum T3, EP, 5" Brd, FBK	\$ 31. ⁰⁰	\$ 1,240. ⁰⁰
30	12	ea	Backplate Assy Alum SE3, Std, 5" Brd, FBK	\$ 38. ⁰⁰	\$ 456. ⁰⁰
31	6	ea	Backplate Assy Alum Clstr, EP, 5" Brd, 17" CTC FBK	\$ 56.50	\$ 339. ⁰⁰
32	2	ea	Backplate Assy Alum T4, EP, 5" Brd, FBK	\$ 41. ⁰⁰	\$ 82. ⁰⁰
33	200	ea	Pedestrian Head Housing 16x18 only; Ptd, Olive Green	\$ 95.50	\$ 19,100. ⁰⁰
34	200	ea	PB cap Assy ADA, round, green	\$ 36. ⁰⁰	\$ 7,200. ⁰⁰
35	200	ea	5"x7" Adj. PPB Assy, green	\$ 25.30	\$ 5,060. ⁰⁰
36	200	ea	5"x7" PPB Cap Sign - DOUBLE-SIDED Front=LEFT Rear=RIGHT	\$ 12. ⁰⁰	\$ 2,400. ⁰⁰
37	200	ea	5"x7" PPB Cap Sign - DOUBLE ARROW (L&R)	\$ 12. ⁰⁰	\$ 2,400. ⁰⁰
38	100	ea	Loop Detector, Rack Mount (EDI 222 or equivalent)	\$ 65. ⁰⁰	\$ 6,500. ⁰⁰
39	26	ea	242 DC Isolator, 2 Channel, Rack Mount CT	\$ 31. ⁰⁰	\$ 806. ⁰⁰
40	24	ea	#204 Flasher, Rack Mount Caltrans	\$ 18. ⁰⁰	\$ 432. ⁰⁰
41	65	ea	#200 Loadswitch, Rack Mount Caltrans	\$ 18. ⁰⁰	\$ 1,170. ⁰⁰

42	12	ea	332 Cabinet Per CLB Specs (White Alum, two cab lights P-20, best locks)	\$ 7,118.00	\$85,416.00
43	6	ea	332 Cabinet SHELL ONLY Per CLB Specs (White Alum, best locks)	\$ 1,525.00	\$ 9,150.00
44	2	ea	336 Cabinet Per CLB Specs (White Alum, two cab lights P-20, best locks)	\$ 6,460.00	\$12,920.00
45	6	ea	Power Distribution Assembly Unit	\$ 912.00	\$5,472.00
46	12	ea	Power Supply Unit for PDA2 332 cabinet	\$ 189.00	\$2,268.00
47	12	ea	332 Output file	\$ 1,353.00	\$16,236.00
48	6	ea	Auxiliary Output File for 332 cabinet	\$ 412.00	\$2,472.00
49	12	ea	170-E Controller / w Manual (1200 BPS Modem)	\$ N/A	\$ N/A
50	12	ea	2070-E Controller / w Manual (1200 BPS Modem)	\$ N/A	\$ N/A
51	50	ea	Eberle 2010 conflict monitor (NO ALTERNATES)	\$ 506.00	\$25,300.00
52	50	ea	Eberle 210 conflict monitor (NO ALTERNATES)	\$ 312.00	\$15,600.00
53	50	ea	Eberle 210E conflict monitor (NO ALTERNATIVES)	\$ 506.00	\$25,300.00
54	12	ea	Modem for 170 controller 1200 BAUD	\$ 161.00	\$1,932.00
55	12	ea	Modem for 170 controller 2400 BAUD	\$ 318.00	\$3,816.00
56	12	ea	Modem for 170 controller 9600 BAUD	\$ 318.00	\$3,816.00
57	50	ea	Modem for 2070 controller 2070-6A	\$ 571.00	\$28,550.00
58	50	ea	GTT Opticom 2-channel phase selector (NO ALTERNATES)	\$ 2,071.00	\$103,550.00
59	100	ea	GTT Opticom 2-channel, 2 output, detector (NO ALTERNATES)	\$ 806.00	\$80,600.00
60	25	ea	GTT Opticom 2-channel, 1output, detector (NO ALTERNATES)	\$ 571.00	\$14,275.00
61	25	ea	GTT Opticom 1-channel, 1-output detector (NO ALTERNATES)	\$ 500.00	\$12,500.00
62	2	ea	GTT Opticom Emitter (NO ALTERNATES)	\$ 1,171.00	\$2,342.00
63	1000	ea	GTT Opticom 4-conductor cable (NO ALTERNATES)	\$.411/Ft	\$410.00
64	1000	ea	IMSA 5-Conductor Cable (R-Y-Br-W-BK) No Filler 14 ga. 20-1 (PE outer casing) per Caltrans 86-2.08D 2006 spec.	\$.38/Ft	\$ 380.00
65	1000	ea	IMSA 28-Conductor Cable No Filler 14 ga/10 ga cmn; 20-1 (PE outer casing) per Caltrans 86-2.08D 2006 spec.	\$ 2.25/Ft	\$2,250.00
66	1000	ea	IMSA 9-Conductor Cable No Filler 14 ga; 20-1 (PE outer casing) per Caltrans 86-2.08D 2006 spec.	\$.74/Ft	\$ 740.00

67	1000	ea	IMSA 3-Conductor Cable No Filler 14 ga; 20-1 (PE outer casing) per Caltrans 86-2.08D 2006 spec.		\$.25/Ft	\$ 250.00
68	1000	ea	IMSA 2-Conductor DLC Cable No Filler 14 ga		\$.15/Ft	\$ 150.00
69	1000	ea	PE-22 Interconnect cable (12 pair #19) air-filled		\$ 1.05/Ft	\$ 1,050.00
70	75	ea	GE 250W HPS fixture w/ cutoff optics		\$ 416.00	\$ 31,200.00
71	25	ea	GE 250W HPS fixture w/ cutoff optics with photoelectric receptacle		\$ 481.00	\$ 12,025.00
72	25	ea	Leotek-GCM1-30F-MV-NW-3-GY-1000-LPCR-WL	200 w	\$ N/A	\$ N/A
73	500	ea	Leotek-GCM2-40F-MV-NW-3-GY-1000-LPCR-WL	250 w	\$ N/A	\$ N/A
74	50	ea	Leotek-GC1-80F-MV-NW-3-GY-700-LPCR-WL	310 w	\$ N/A	\$ N/A
75	100	ea	Leotek-GC1-80F-MV-NW-2-GY-700-LPCR-WL	400 w	\$ N/A	\$ N/A
76	10	ea	Leotek-GCM1-30F-MV-NW-3-GY-1000-PCR7-WL	200 w	\$ N/A	\$ N/A
77	100	ea	Leotek-GCM2-40F-MV-NW-3-GY-1000-PCR7-WL	250 w	\$ N/A	\$ N/A
78	15	ea	Leotek-GC1-80F-MV-NW-3-GY-700-PCR7-WL	310 w	\$ N/A	\$ N/A
79	15	ea	Leotek-GC1-80F-MV-NW-2-GY-700-PCR7-WL	400 w	\$ N/A	\$ N/A
80	24	ea	Pedestrian Pushbutton Poles (4' 7")		\$ 230.00	\$ 5,520.00
81	4	ea	Type 1-A, 7' with anchor bolts		\$ 471.00	\$ 1,884.00
82	26	ea	Type 1-A, 10' with anchor bolts		\$ 471.00	\$ 12,246.00
83	4	ea	Type 1-A, 14' no anchor bolts		\$ 559.00	\$ 2,236.00
84	18	ea	Type 1-D, 10' no anchor bolts		\$ 412.00	\$ 7,416.00
85	2	ea	Type 1-D, 14' no anchor bolts		\$ 500.00	\$ 1,000.00
86	18	ea	Type 15 with anchor bolts		\$ 1,177.00	\$ 21,186.00
87	6	ea	Type 15 TS with anchor bolts		\$ 1,765.00	\$ 10,590.00
88	2	ea	Type 16-2-129-20 with anchor bolts		\$ 4,000.00	\$ 8,000.00
89	2	ea	Type 17-2-129-17-6 with anchor bolts		\$ 4,706.00	\$ 9,412.00
90	2	ea	Type 17-2-129-20-12 with anchor bolts		\$ 4,706.00	\$ 9,412.00
91	2	ea	Type 17-3-129-20-6 with anchor bolts		\$ 5,000.00	\$ 10,000.00

92	1	ea	Type 18-2-129-30--F=9 with anchor bolts	\$3,942. ⁰⁰	\$3,942. ⁰⁰
93	1	ea	Type 19-2-129-30-12 F=9 with anchor bolts	\$5,059. ⁰⁰	\$5,059. ⁰⁰
94	2	ea	Type 19-4-129-25-12 with anchor bolts	\$5,883. ⁰⁰	\$11,766. ⁰⁰
95	1	ea	Type 24-3-129-35-12 with anchor bolts	\$6,235. ⁰⁰	\$6,235. ⁰⁰
96	1	ea	Type 24-4-129-35-12&8, 2nd LMA 180 degrees CC F=15 with anchor bolts	\$6,941. ⁰⁰	\$6,941. ⁰⁰
97	1	ea	Type 26-4-129-40-12 F=20 with anchor bolts	\$7,530. ⁰⁰	\$7,530. ⁰⁰
98	1	ea	Type 27-4-129-35 with anchor bolts	\$5,412. ⁰⁰	\$5,412. ⁰⁰
99	1	ea	Type 29-5-161-50-15 with anchor bolts	\$9,294. ⁰⁰	\$9,294. ⁰⁰
100	3	ea	30' MA No middle tenon for 24-4-129 (99 Spec) no anchor bolts	\$1,883. ⁰⁰	\$5,649. ⁰⁰

Payment terms: Net 30 ; — % discount in — days.

ATTACHMENT A

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

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

JTB Supply Co., Inc.

Business/Contractor/Agency

Mindy Myers

Name of Authorized Representative

Sales Administrator

Title of Authorized Representative

Mindy Myers

Signature of Authorized Representative

7/28/16

Date

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 to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

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

ATTACHMENT B

REFERENCE LIST



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

Reference Information Form

Client/Contractor Name City of San Diego
 Project Manager/Contact Name Raymond Vistri E-mail rvistri@sandiego.gov Ph. No. 619.236.6134
 Address 1200 Third ave., Suite 200, 56P San Diego, CA. 92101
 Project Description Signal Face and Heads - Contract No. 10034142-13-4
 Project Dates (Start and End) 7/2013 - 7/2017 Contract Term(s) Net 30 Contract Amount \$227,288.00

Client/Contractor Name County of Riverside
 Project Manager/Contact Name Brent Trimmer E-mail btrimmer@rctma.org Ph. No. 951-453-5205
 Address 2950 Washington St. Riverside, CA. 92504
 Project Description Signal Paris - Contract ID # TLARC - 55089 - 001 - 02/14
 Project Dates (Start and End) 3/2014 - 2/2017 Contract Term(s) Net 30 Contract Amount \$150,000.00

Client/Contractor Name LA County
 Project Manager/Contact Name Brandon Wong E-mail bwong@isd.lacounty.gov Ph. No. 323-207-2276
 Address 1100 north Eastern Ave. Los Angeles, CA. 90063
 Project Description Traffic Signal Pole & Paris Contract # MA-15-1340291
 Project Dates (Start and End) 5/2013 - 5/2017 Contract Term(s) Net 30 Contract Amount \$239,000.00

Client/Contractor Name City of Goleta
 Project Manager/Contact Name Robert Margenstern E-mail rmargenstern@cityofgoleta.org Ph. No. 805-901-7505
 Address 130 Cremona Drive, Suite B Goleta, CA. 93117
 Project Description Equipment in conjunction with replacement of LED traffic signal modules # 2015-084
 Project Dates (Start and End) 8/2015 - 8/2016 Contract Term(s) Net 30 Contract Amount \$59,744.25

Client/Contractor Name City of Garden Grove
 Project Manager/Contact Name Howard Brown E-mail howardb@ci.garden-grove.ca.us Ph. No. 714-719-1075
 Address 13802 Newhope St. Garden Grove, CA. 92843
 Project Description Traffic Signal Equipment
 Project Dates (Start and End) 6/30/16 - 6/30/17 Contract Term(s) Net 30 Contract Amount \$75,000.00

ATTACHMENT C

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) JTB Supply Company, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 1030 N. Batavia St., Suite A	Requester's name and address (optional)
City, state, and ZIP code Orange, CA 92867		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>																				
Employer identification number	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>																				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 7/28/16

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

ATTACHMENT D

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO,

the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Mindy Myers Title: Sales administrator

Signature: Mindy Myers Date: 7/28/16

Business Entity Name: JTB Supply Co., Inc

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: JTB Supply Co., Inc. Federal Tax ID No. [REDACTED]
Address: 1030 N. Batavia St. Ste. A
City: Orange State: CA ZIP: 92867
Contact Person: Mindy Myers Telephone: 714-639-9498
Email: mindy@jtbSupplyCo.com Fax: 714-639-9488

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 26th day of JULY, 2016 at ORANGE, CA

Name JEFF YORK Signature Jeff York

Title PRESIDENT Federal Tax ID No. 

ATTACHMENT E
INSURANCE REQUIREMENT



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th 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. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may 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:



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333 w. Ocean Blvd 7th Floor
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- 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 the 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: Mindy Myers Title: Sales Administrator
Signature: *Mindy Myers* Date: 7/27/16

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

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

The screenshot shows a web browser window with the URL <http://kepler.sos.ca.gov/>. The browser's address bar and menu bar are visible. The website header features the California Secretary of State logo and the name Alex Padilla. A navigation menu includes links for Business Programs, Notary & Authentications, Elections, Campaign & Lobbying, State Archives, and Registries. The main content area is titled "Business Search" and contains the following text:

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

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

To conduct a search:

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

Search Type:
 Corporation Name Limited Liability Company/Limited Partnership Name Entity Number

Entity Name:

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

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

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Please include a printout from this website with your bid.
Individual and Sole Proprietor businesses are exempt.

ATTACHMENT G

SMALL BUSINESS ENTERPRISE PROGRAM

There will be a combined SBE/VSBE/LSBE goal of 0% on this contract.

**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. SBE participation instructions can be downloaded on our website at www.longbeach.gov/purchasing/sbe.asp.

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 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>.



City of Long Beach

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

July 27, 2016

NOTICE TO BIDDERS

ADDENDUM NO. 1: Q & A

ITB PW 16-150 Traffic Signal Equipment

This addendum changes and supersedes the language in the original bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

ADDENDUM – Clarification/correction or new information is in RED.

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 must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following posting of the notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

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

The decision of the City Purchasing Agent shall be final and conclusive.

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

THE QUESTIONS AND ANSWERS ARE AS FOLLOWS:

1. Q: Line Items 20 – 27 state "OGR/FBK." Do these items need to be green on the outside and black on the inside?

A: Yes. Olive Green/Flat Black.

Olive green gloss on the exterior of the heads and flat black on the visor interior.
No paint (bare) on the interior of the signal heads.

2. Q: Line Items 36 & 37 – which PB sign is needed? R10-4b? R10-3? R10-3e?

A: #36 R10-4b Double-sided (Right Arrow on front, Left Arrow on rear)
#37 R10-4b Single-sided with double arrow (L and R)

3. Q: Line Items 42 & 44 – What are the CLB specs for the 332 and 336 cabinets?

A: Caltrans Specification, plus: white powder-coated aluminum cabinet, anti-graffiti coating, BEST locks, front and rear internal fluorescent lamps, P-20 red fail system, DLC terminal blocks.

4. Q: Line Items 42 & 44 – What are the quantities and requirements for the included plugins on both types of cabinets?

A: 12 – 200 load switches; 2 – 204 flashers; 3 – 242 DC Isolators; 8 – 222 Vehicle detectors.

5. Q: Line Items 42 & 44 – How many detectors are required per cabinet?

A: 8 – 222 vehicle detectors, Eberle EDI or equivalent.

6. Q: Line Items 42 & 44 – Is the 336 a base mount or pole mount?

A: Base mount.

7. Q: Line Item 43 – Are we to include a rack, fans, lights, and a service panel for this as well?

A: No. Outer shell only with door hardware, best locks. No rack/chassis.

8. Q: Line Items 64 – 68 – For the cable, IMSA and Caltrans cable are two different items. Can the City please verify which one is required?

A: Caltrans.

9. Q: Line Items 70 & 71 – does the City have a spec sheet for these? Do you want power door or non-power door? Do you need the 75 250W to be without a PE receptacle? And the 25 250W to be with a PE receptacle?

A: With power door. The 75 are without PE receptacle (LPCR). Spec sheets can be found through the manufacturer.

10.Q: Line Item 80 – Does the City need anchor bolts?

A: No.

PREPARED BY: Traci Fitzharris, Buyer I

ACKNOWLEDGED BY: JTB Supply Co., Inc.
Company Name

Mindy Myers
Print Name

Sales Administrator
Title

Mindy Myers
Signature

7/27/16
Date



City of Long Beach

Department of Financial Management
Purchasing Division
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p 562.570.6200

July 27, 2016

NOTICE TO BIDDERS

ADDENDUM NO. 2: Approved Equals

ITB PW 16-150 Traffic Signal Equipment

This addendum changes and supersedes the language in the original bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

The City will not be accepting LED street lighting fixture approved equals for any Green Cobra (GC) models manufactured by Leotek Electronics USA LLC.

PREPARED BY: Traci Fitzharris, Buyer I

ACKNOWLEDGED BY: JTB Supply Co., Inc.
Company Name

Mindy Myers Sales Administrator
Print Name Title

Mindy Myers 7/27/16
Signature Date

JTB SUPPLY COMPANY INC.
1040 N. Batavia, Suite F
Orange, CA 92867
December 1, 1999

MINUTES OF THE FIRST MEETING OF THE BOARD OF DIRECTORS

The Incorporator named in the Articles of Incorporation of JTB SUPPLY COMPANY, INC., a California Corporation, has appointed the initial Board of Directors and has called the First Meeting thereof to be held at the time and place indicated above.

There were present at said meeting the following Directors constituting the full Board:

JEFF YORK

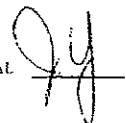
There were no absences.

On motion and by unanimous vote, JEFF YORK was elected temporary Chairperson and temporary Secretary of the meeting.

The Chairperson announced that the meeting was held pursuant to a written Waiver of Notice thereof and consent thereto signed by all of the Directors of the Corporation named as such by the Incorporator thereof; such Waiver and Consent was presented to the meeting and upon motion duly made, seconded and unanimously carried, was made a part of the records of the meeting and now precedes the Minutes of this meeting in the Book of Minutes of the Corporation.

The Chairperson stated that original Articles of Incorporation of the Corporation had been filed in the office of the California Secretary of State on December 1, 1999. He presented to the meeting a certified copy of said Articles of Incorporation showing filings as stated and the Secretary was directed to insert said copy in the Book of Minutes of the

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Corporation.

Resolution No. 1

The matter of the adoption of Bylaws for the regulation of the Corporation was next considered. The Secretary presented to the meeting a form of Bylaws which were duly considered and discussed. On motion duly made, seconded and unanimously carried, the following resolutions were adopted:

WHEREAS, this Corporation has not yet adopted any Bylaws for the regulation of its affairs; and,

WHEREAS, there has been presented to this meeting a form of Bylaws for the regulation of the affairs of this Corporation; and,

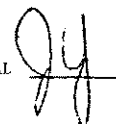
WHEREAS, it is deemed to be in the best interest of this Corporation and its Shareholders that said Bylaws be adopted by this Board of Directors as and for the Bylaws of this Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Bylaws presented to this meeting and discussed thereat be and the same hereby are adopted as and for the Bylaws of this Corporation.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized and directed to execute a certificate of the adoption of said Bylaws and to insert said Bylaws as so certified in the Book of Minutes of this Corporation and to see that a copy of said Bylaws, similarly certified, is kept either at the principal executive office of this Corporation, in the manner provided by law, or at the office of the appointed legal counsel for the Corporation.

The meeting then proceeded to the election of a President, a Secretary and a Chief Financial Officer. The following were duly elected to the offices indicated before the names of each:

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President	JEFF YORK
Vice-President	TERRESSA YORK
Secretary	JEFF YORK
Chief Financial Officer	JEFF YORK

Each Officer so elected being present adopted their office, and thereafter the President presided at the meeting as Chairperson, and the Secretary acted as Secretary of the meeting.

Resolution No. 2

The proposal was made that the Book of Minutes of this Corporation, and the record of its Shareholders, be kept at the office of the appointed legal counsel for the Corporation as transfer agent and registrar, pursuant to Section 1500 of the Corporation Code. The following resolution was adopted:

RESOLVED, that the Book of Minutes of this Corporation and the record of its Shareholders, be kept at the office of the appointed legal counsel for the Corporation, pursuant to Section 9 of Article IV of the Bylaws adopted hereinabove, at the pleasure of and until further action by the Board of Directors; and,

RESOLVED FURTHER, that counsel for the Corporation be directed to provide access to such records and such other information as may be required by law to all Directors, Officers or persons having at least a five percent (5%) ownership in the shares of this Corporation.

Resolution No. 3

A suggested form of common stock certificate was inspected by the Directors. Thereafter upon motion duly made and seconded, the following resolution was approved:

RESOLVED, that the form of common stock certificate designated, and attached to these Minutes as Exhibit "A", is hereby adopted as the stock certificate to be used by this Corporation.

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Resolution No. 4

After some discussion and upon motion duly made and seconded, the location of the principal executive office of the Corporation was fixed pursuant to the following resolution:

RESOLVED, that 1040 N. Batavia, Suite F, Orange, California, be and the same hereby is designated and fixed as the principal office for the transaction of business of this Corporation in Sacramento County, State of California.

Resolution No. 5

A discussion was then had among the Directors regarding whether or not the Corporation should file a statement with the California Secretary of State designating an agent of the Corporation for the purpose of service of process pursuant to California Corporations Code Sections 1502 through 1505, inclusive. On motion duly made and seconded, the following resolutions were unanimously adopted:

RESOLVED, that BRIAN J. McLAUGHLIN is hereby appointed to serve as the Corporation's agent for service of process; and,

RESOLVED FURTHER, that the appropriate Officers of this Corporation shall file with the California Secretary of State, a Statement of the names of the President, Secretary and Chief Financial Officer, together with the names of any other Officers which they deem appropriate, together with a statement of the location and address of the principal office of the Corporation.

Resolution No. 6

The selection of an attorney to represent the Corporation and advise its Officers on legal matters was discussed. The Directors then adopted the following resolutions:

RESOLVED, that BRIAN J. McLAUGHLIN is hereby selected as the attorney for this Corporation and shall represent it in all legal matters and advise its Officers on all legal matters.

Resolution No. 7

The selection of an accountant to prepare financial statements and advise the Corporation's Officers on fiscal matters was discussed. The Directors then adopted the

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LAW OFFICES OF TURNBULL AND MCGAUGHLIN 1510 ARDEN WAY SUITE 305 SACRAMENTO, CALIFORNIA 95815 (916) 927-1800

following resolutions:

RESOLVED, that PAUL JOHNSON, Certified Public Accountant, is hereby selected as the accountant of this Corporation, and shall be instructed by the Chief Financial Officer to render such reports and recommendations as shall be required from time to time.

Resolution No. 8

It was determined that the Corporation would keep its books on a fiscal year basis ending September 30 and on the accrual method of accounting by resolution as follows:

RESOLVED, that the Corporation shall keep its books on a fiscal year basis ending September 30, and on the accrual method of accounting.

Resolution No. 9

To provide for a depository for the funds of the Corporation, and to authorize certain Officers to deal with the corporate funds, the following resolutions were duly adopted:

RESOLVED, that all funds of this Corporation be deposited with Wells Fargo Bank, Rocklin Branch, Rocklin, California.

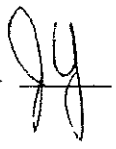
RESOLVED FURTHER, that the President or Secretary of this Corporation shall be authorized to endorse checks, drafts or other evidences of indebtedness made payable to the order of this Corporation but only for the purpose of deposit; and,

RESOLVED FURTHER, that all checks, drafts and other instruments obligating this Corporation to pay money, shall be signed on behalf of this Corporation by JEFF YORK, TERRESSA YORK or LEE JONES.

Resolution No. 10

In order to provide for the payment of expenses of incorporation and organization of the Corporation, on motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that the Officers of this Corporation be and they hereby are authorized and directed to pay the expenses of the incorporation and organization of this Corporation.

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Resolution No. 11

On recommendation of the accountant for the Corporation, the following resolution amortizing the costs of incorporation was adopted:

RESOLVED, that this Corporation elect to amortize the costs of creating the Corporation over a period of 60 months, pursuant to Section 248 of the Internal Revenue Code of 1986; and, the Chief Financial Officer is instructed to advise the accountant selected by the Corporation to file the appropriate election to amortize the costs of organization with the Internal Revenue Service.

Resolution No. 12

The acquisition of the interest and assets of the predecessor business (JTB SUPPLY COMPANY) was discussed. It was agreed that JEFF AND TERRESSA YORK, owners of the predecessor business would sell and assign to the Corporation the assets of said business, subject to the Corporation's assumption of indebtedness and obligations. The following resolutions were adopted:

RESOLVED, that the transfer, sale, and assignment of the predecessor business, subject to assumption of indebtedness and obligations, shall be accepted by this Corporation; and,

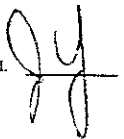
RESOLVED FURTHER, that the Officers of this Corporation are authorized to execute all documents and to take whatever action they may reasonably deem necessary in order to fulfill the intent and purpose of this resolution.

Resolution No. 13

Discussion was had regarding issuance of stock, and the following resolutions were adopted:

WHEREAS, this Corporation is authorized to issue an aggregate of 50,000 shares of its capital stock, said share being without nominal or par value;

NOW, THEREFORE, BE IT RESOLVED, that this Corporation issue to the following named persons shares of its capital stock:

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<u>Name</u>	<u>Number of Shares</u>
JEFF AND TERRESSA YORK Husband and Wife as community property	10,000

RESOLVED FURTHER, that BRIAN J. McLAUGHLIN, as counsel for the Corporation, prepare the necessary Notice of Application to the Commissioner of Corporations pursuant to Subdivision (f) of Section 25102 of the California Corporations Code, and/or such other Sections as may be applicable; such Notice or Application to be executed by all of the Officers and Directors of this Corporation and by all of the proposed issues as above set forth;

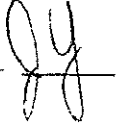
RESOLVED FURTHER, that the Board of Directors hereby determines that the fair value, to this Corporation, of the consideration for which said shares of common stock are to be issued is \$_____, as set forth in Exhibit "B", which is attached hereto and incorporated herein; and,

RESOLVED FURTHER, that the Officers of this Corporation be and they hereby are authorized and directed to execute all documents and to take such action as they may deem necessary or advisable in order to carry out and perform the purposes of these resolutions.

Resolution No. 14

Discussion followed considering the applicability of the Internal Revenue Code Section 1244 of the Corporation's common stock. Section 1244 entitles shareholders to ordinary loss tax treatment of losses from stock that qualifies as "Section 1244 Stock". The Board noted that the Corporation is a small business corporation as defined in Internal Revenue Code Section 1244(c)(3)(A). On motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, that this Corporation intends to qualify its common stock for treatment under Section 1244 of the Internal Revenue Code, pursuant to which the Corporation plans that its total equity capital and paid in surplus shall not in any event exceed \$1,000,000, that it shall be largely an operating company, with less than 50% of its gross receipts coming from passive sources (royalties, rents, dividends, interest, annuities and sales or exchanges of stocks or securities), and that it shall conform in all other respects to the requirements necessary to qualify its common stock for treatment under Section 1244 of the Internal Revenue Code.

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RESOLVED FURTHER, that the Secretary of this Corporation is authorized and directed to keep all records, prepare all reports and returns, and take all other steps as are necessary to qualify this Corporation's common stock for treatment under Section 1244 of the Internal Revenue Code.

Resolution No. 15

Employment contracts were then considered. A form of contract was reviewed and attached to these Minutes as Exhibit "C". The following resolution was then approved:

RESOLVED, that the Officers of this Corporation are authorized to enter into the Employment Contract in the form attached to these Minutes as Exhibit "C".

Resolution No. 16

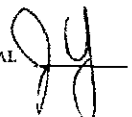
It was then pointed out that the Internal Revenue Service and the Franchise Tax Board will sometimes disallow certain deductions to the Corporation for tax purposes because the expenses are said to be personal expenses or compensation paid is said to be excessive. The President suggested that provisions for such an occurrence be made. Thereafter, on motion duly made, seconded and adopted, the following resolutions were approved:

RESOLVED, that if any deduction is denied this Corporation for tax purposes on the basis that such expense is the personal non-business expense of any employee of this Corporation, then such expense shall not be deemed to be a dividend if such employee is a Shareholder of this Corporation.

RESOLVED FURTHER, that any payments made to an Officer of the Corporation such as a salary, commission, bonus, interest or rent, or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer of the Corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each amount disallowed. In lieu of payment by the Officer, subject to the determination of the Directors, proportionate amounts may be withheld from his future compensational payments until the amount owed to the Corporation has been recovered.

Resolution No. 17

A discussion was then had among the Directors regarding the necessity and

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convenience of obtaining certain tax and license permits in the name of the Corporation. On motion duly made and seconded, it was unanimously adopted.

RESOLVED, that the Officers of the Corporation are directed to obtain in the name of the Corporation, such other licenses and tax permits as may be required for the conduct of the business of the Corporation by any federal, state, county or municipal governmental ordinance or regulation, and to do all things necessary or convenient to qualify the Corporation to transact its business in compliance with the laws and regulations of any appropriate federal, state and municipal governmental authority.

Resolution No. 18

The Board considered the advantages of electing to be taxed as "an S Corporation" under Internal Revenue Code Subchapter S (Sections 1361-1379 of the Internal Revenue Code). It was noted that the Corporation comes within the definition of an "S Corporation" in Section 1361(b) of the Internal Revenue Code in that it is not a member of an affiliated group, it does not have more than 35 shareholders, it has no shareholders who are not individuals and has no shareholders who are nonresident aliens, and it has only one class of stock. After discussion, it was decided that a "Subchapter S" election would not be made.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting adjourned.



JEFF YORK, Secretary

APPROVED:



JEFF YORK, President

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