

BID NUMBER PA-00409

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



INVITATION TO BID
Traffic Signal Equipment

31092

CONTRACT NO. _____

- 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: VISTA CALIFORNIA ON THE 10TH DAY OF DECEMBER, 2008
CITY STATE MONTH

COMPANY NAME: McCain, Inc TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2365 OAKRIDGE WAY CITY: VISTA STATE: CA ZIP: 92081

PHONE: 760-727-8100 FAX: 760-734-5064

SI [Signature] GENERAL COUNSEL
(SIGNATURE) (TITLE)

SCOTT C TOLSTAD STOLSTAD@MCCAIN-INC.COM
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] VP of Human Resources
(SIGNATURE) (TITLE)

JO ANN MILLIS jmillis@mccain-inc.com
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH
BY [Signature] 4.21.09
Director of Financial Management Date

APPROVED AS TO FORM 4-21, 2009

ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER PA-00409

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

- Corporation State of _____
- Partnership State of _____
 - General Limited
- Joint Venture
- Individual DBA _____
- Limited Liability Company State of _____

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

Ethnic (Check one):

- Black Asian Other Non-white
- Hispanic American Indian Caucasian

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

- Male Yes - Physically Challenged Under 65
- Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

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

- Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

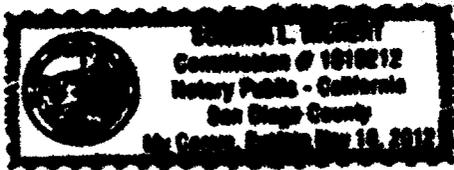
State of California

County of San Diego

On Dec 10, 2008 Before me, Sandra L. Rickert, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Scott C. Tolstad/JoAnn Mills
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Sandra L. Rickert
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
Gen. Counsel/V.P. of H.R.
TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Invitation to Bid
TITLE OR TYPE OF DOCUMENT

8
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):
McCain, Inc.

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 of a Contract or Purchase Order, Bidders may, with approval "equal" or "substitute items" in writing and written notice of intent to the City Council, prior to the authorization by the City Council, order materials having 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.

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

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: \$ _____

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.

15. 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. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

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

11. RIGHT TO REJECT:

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

BID DUE DATE: Tuesday, December 16, 2008
TIME: 2:00 pm

12. SAMPLES:

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

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

13. PRICES:

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

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

<u>Lisa Kline</u>	<u>562-570-7745</u>
BUYER	TELEPHONE NUMBER
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>Mike Sickles</u>	<u>562-570-3263</u>
DEPARTMENT CONTACT	TELEPHONE NUMBER

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

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

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

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: N/A
Address: _____
Commodity/Service Provided: _____

16. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy **not** to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will **not** be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the **apparent** low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

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 seven (7) calendar days after the date of the Bid opening.

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

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

YES ✓ NO

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

18. AMERICANS WITH DISABILITIES ACT:

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

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.

BID SECTION

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"

BID SECTION

means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

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

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

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. 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. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

A. 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.

B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection

BID SECTION

with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

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

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

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

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

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

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

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

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

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

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

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

- D. 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.
- E. 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.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.7745
Lisa_Kline@longbeach.gov

December 5, 2008

NOTICE TO OFFERORS

ADDENDUM NO. 1

PA-00409(1)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-00409, Traffic Signal Equipment. Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Friday, December 5, 2008, the City of Long Beach has made the following revisions for PA -00409 Traffic Signal Equipment:

The following questions have been raised. Answers are in blue.

✓ Line Item 9:

The hardware listed TP-1-T is for a pedestrian signal and not a vehicle. Should this item include an LED ready pedestrian signal instead of a 12" LED ready 3 section?

YES - LED ready pedestrian signal

✓ Line Items 13, 14 & 15:

Does the department want these fittings in aluminum, iron or galvanized?

Iron

✓ Line Item 33

Does the department want the clamshell hardware only or do they want it mounted on a housing?

Clamshell hardware only

Line Items 36-38:

I have attached a drawing based on past pedestrian signs, please verify that there have not been any changes made.

Drawing is correct/acceptable. We have posted drawing as item 1a.

Line Items 63-66:

IMSA cable has two styles, 19-1 (PVC outer casing) or 20-1 (PE outer casing). Please verify which one the department prefers.

20-1 (PE outer casing) per Caltrans 86-2.08D 2006 spec.

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 5-Dec-08
Buyer

Acknowledged By: Sean Arnold Date: 12/9/08

Firm of: McCain, Inc.

TO CROSS
←
PUSH BUTTON

 **START CROSSING**
Watch For Vehicles

 **DON'T START**
Finish Crossing If In Crosswalk
FLASHING

 **DON'T CROSS**
Wait On Curb

orange

TO CROSS
→
PUSH BUTTON

 **START CROSSING**
Watch For Vehicles

 **DON'T START**
Finish Crossing If In Crosswalk
FLASHING

 **DON'T CROSS**
Wait On Curb

orange

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City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.7745
Lisa_Kline@longbeach.gov

December 9, 2008

NOTICE TO OFFERORS

ADDENDUM NO. 2

PA-00409(2)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-00409, Traffic Signal Equipment. Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Tuesday, December 9, 2008, the City of Long Beach has made the following revisions for PA -00409 Traffic Signal Equipment:

The following questions have been raised. Answers are in blue.

Can you please clarify the size border for the backplates to be furnished on this contract? The bid schedule calls for 6" mtl backplate. Typically backplates have either an 8" or 5" border. Please clarify.

#1-9: 5" backplate border is fine.

Can you also clarify whether or not items 10 thru 15 are to be powder coated traffic signal (dark olive) green or if you want them raw?

#10-15: Powder-coated / painted dark green

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 9-Dec-08
Buyer

Acknowledged By: Sean Donald Date: 12/10/08

Firm of: McCain, Inc.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.7745
Lisa_Kline@longbeach.gov

December 16, 2008

NOTICE TO OFFERORS

ADDENDUM NO. 3

PA-00409(3)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-00409, Traffic Signal Equipment. Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Thursday, December 11, 2008, the City of Long Beach has made the following revisions for PA -00409 Traffic Signal Equipment:

We have changed the bid due date to December 23, 2008 at 2:00 pm.

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 16-Dec-08
Buyer

Acknowledged By: Sean Powell Date: 12/19/08

Firm of: McCain, Inc

ORIGINAL



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.7745
Lisa_Kline@longbeach.gov

December 16, 2008

NOTICE TO OFFERORS

ADDENDUM NO. 4

PA-00409(4)

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-00409, Traffic Signal Equipment. Please acknowledge receipt of this addendum by signing and returning with your bid.

As of Tuesday, December 16, 2008, the City of Long Beach has made the following revisions for PA -00409 Traffic Signal Equipment:

The following questions have been raised. Answers are in blue.

Can you please specify the specs for the 332 and 336 cabinets?

The 332 and 336 cabinets on the bid spec are full cabinets with racks but no plug-in equipment. (White powder-coated aluminum, Best locks, two interior fluorescent lights, PDA-2 wired for red fail w/ p-20) The shells are the same cabinets but without the racks.

What is a P-20? This is for cabinet bid, not sure what it is?

Red fail ribbon connector and panel.

Please take a moment to review these changes when developing your bid.

Prepared By: Lisa Kline Date: 16-Dec-08
Buyer

Acknowledged By: [Signature] Date: 12/19/08

Firm of: McCar, Inc.

TRAFFIC SIGNAL EQUIPMENT & RELATED SUPPLIES

CONTRACT PERIOD

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

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

Technical questions contact Mike Sickles Superintendent of Traffic Operations at 562-570-3264.

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.

BID ANALYSIS

Bids will be analyzed using **estimated quantities** listed in the bid multiplied by the unit prices listed in the bid for each bid item. The City will award to the lowest responsible bidder based on this analysis.

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

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

Please state delivery time: 30

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

Please state delivery time: N/A

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

2365 OAK Ridge way, Vista CA 92081 8-3

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

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 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.

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 products. The City intends to contact these customers to determine reliability, bidder's performance, service, and other information.

ALTERNATES:

Whenever material or equipment is specified using a brand name the specifications are intended to establish the type, function and quality required. Although not stated, in every instance where a brand name or product is identified shall also include "or approved equal". If quoting an "equal" item, bidder shall submit all data supporting its claim that material or equipment is an "equal" at the time of bid submission. Failure to provide supporting data may disqualify bid. Continuously perforated square tube poles will not be allowed as alternate.

The phrase "or approved equal" means that the City Purchasing Agent or designee, shall make the determination, in her sole discretion, whether or not material or equipment offered as an "equal" is the same inform, function, performance, reliability, quality and features as the brand name or product from a particular supplier.

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

1. Identify the item of bid to which they are submitting an alternate.
2. Provide a description and justification of the enhanced value and/or performance.

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 so that the vendor may ultimately be required to replace the "approved equal" product with material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid, bidders accept these risks and the liability associated with these risks, and waives all claims against the City for costs related to supplying replacements.

ILLUSTRATIVE AND TECHNICAL DATA

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

PAYMENT REQUIREMENTS

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

Payment terms: 0 % 30 day

EXTENSION OPTION:

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 increase shall not exceed 10 % during first extension period.

Price increase shall not exceed 10 % during second extension period.

BID SECTION

BID FOR FURNISHING AND DELIVERING TRAFFIC SIGNAL EQUIPMENT FOR THE CITY OF LONG BEACH.

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

SUMMARY OF BID ITEMS

TRAFFIC SIGNAL EQUIPMENT

******PLEASE SEE ATTACHED LIST OF BID ITEMS******

BID SECTION

ITEM	QUAN	UOM	PART NUMBER	DESCRIPTION	PRICE
1	40	ea	H1117.0111030010100	12" vehicle head no optics w/ tunnel visors, 6" mtl backplate, MAS Framework, Bronze OGR	\$ 196.65
2	15	ea	H1118.0111030010100	12" vehicle head no optics w/ tunnel visors, 6" mtl backplate, MAS-4B Framework, Brnz, OGR	\$ 235.01
3	20	ea	H1127.0111030010100	12" vehicle head no optics w/ tunnel visors, 6" mtl backplate, MAS-5A Cluster Framework, Brnz, OGR	\$ 236.95
4	45	ea	H324.0111030010100	12" vehicle head no optics w/ tunnel visors, 6" mtl backplate, SV-1-T,T3,T3 Bronze OGR	\$ 297.39
5	100	ea	H3241.0111030010100	12" vehicle head no optics w/ tunnel visors, 6" mtl backplate, SV-2-T,T3,T3 Bronze OGR	\$ 462.25
6	12	ea	H3241.0111030010100	12" vehicle head no optics w/ tunnel visors, 6" mtl backplate, SV-2-T,T3(LOD),T3(ROD) Bronze OGR	\$ 462.25
7	50	ea	H4127.0111030010100	12" vehicle head no optics w/ tunnel visors, 6" mtl backplate, TV-1-T, (LOD)T3, Brnz OGR	\$ 332.13
8	12	ea	H4231.0111030010100	12" vehicle head no optics w/ tunnel visors, 6" mtl backplate, TV-2-T, T3,T3 Bronze OGR	\$ 496.00
9	12	ea	M18513 & M31939	12" vehicle head no optics w/ tunnel visors, 6" mtl backplate, TP-1-T (LOD), Bronze OGR	\$ 264.04
10	100	ea	M18511	Offset Slipfitter for 1-way Signal - Bronze	\$ 46.03
11	50	ea	—	Offset Slipfitter for 1-way Signal - Aluminum	\$ No B.D
12	100	ea	M18809	Slipfitter for 4-way Signal - Bronze	\$ 57.85
13	100	ea	—	1.5" Serrated Elbow grn	\$ No B.D
14	100	ea	M18758	1.5" Standard Elbow grn	\$ 3.03
15	100	ea	M18773	1.5" Standard Signal "T" (2 threaded ends and one setscrew) grn	\$ 3.94
16	200	ea	M31155 & M17915	12" 3-Section Alum, No Optics, OG/OG, No Visors	\$ 136.71
17	24	ea	M32708 & M17977	12" 4-Section Alum, No Optics, OG/OG, No Visors	\$ 181.96
18	12	ea	12" Cluster M18094	12" 5-Section Alum Cluster, No Optics, OG/OG, No Visors	\$ 360.84
19	12	ea	M3251, 19479, -1784	8" 3-Section Alum, No Optics, OG/OG, Tunnel Visors, 5" mtl backplate FBLK	\$ 167.50
20	100	ea	M19263	12" Tunnel Visors Alum w/tabs OGR/FBK	\$ 9.-
21	100	ea	—	12" Tunnel Visors Alum w/slots OGR/FBK	\$ No B.D
22	36	ea	M19479	8" Tunnel Visors Alum w/tabs OGR/FBK	\$ 9.-
23	36	ea	—	8" Tunnel Visors Alum w/slots OGR/FBK	\$ No B.D
24	50	ea	M19300	12" Full Circle Visors Alum w/tabs OGR/FBK	\$ 9.-
25	50	ea	—	12" Full Circle Visors Alum w/slots OGR/FBK	\$ No B.D
26	12	ea	M19603	8" Full Circle Visors Alum w/tabs OGR/FBK	\$ 9.-
27	12	ea	—	8" Full Circle Visors Alum w/slots OGR/FBK	\$ No B.D
28	86	ea	M17915	Backplate Assy Alum T3, Std, 5" Brd, FBK	\$ 16.83
29	40	ea	M17906	Backplate Assy Alum T3, EP, 5" Brd, FBK	\$ 17.78
30	12	ea	M17784	Backplate Assy Alum SE3, Std, 5" Brd, FBK	\$ 22.18
31	6	ea	M18071	Backplate Assy Alum Clstr, EP, 5" Brd, 17" CTC FBK	\$ 40.60
32	2	ea	M18018	Backplate Assy Alum T4, EP, 5" Brd, FBK	\$ 39.96
33	200	ea	M27166	Pedestrian Head Clamshell 2 Kit Ptd, Olive Green	\$ 33.90
34	200	ea	M19728	PB cap Assy ADA, round, green	\$ 26.64
35	200	ea	M19711	5"x7" Adj. PPB Assy, green	\$ 24.22
36	200	ea	—	5"x7" PPB Cap Sign - LEFT	\$ 24.22
37	200	ea	—	5"x7" PPB Cap Sign - RIGHT	\$ 24.22
38	200	ea	—	5"x7" PPB Cap Sign - BOTH	\$ 36.33

BID SECTION

39	100	ea	M11407 LM222	Detector, Rack Mount		\$ 57.66
40	26	ea	M11420 242	242 DC Isolator, 2 Channel, Rack Mount CT		\$ 28.19
41	24	ea	M11373	#204 Flasher, Rack Mount Caltrans		\$ 20.50
42	65	ea	M11367	#200 Loadswitch, Rack Mount Caltrans		\$ 20.30
43	12	ea	332	332 Cabinet Per CLB Specs (White Alum, two cab lights P-20, best locks)		\$ 5050.00
44	6	ea	332	332 Cabinet SHELL ONLY Per CLB Specs (White Alum, two cab lights P-20, best locks) Best Locks		\$ 1,575.00
45	2	ea	336	336 Cabinet Per CLB Specs (White Alum, two cab lights P-20, best locks)		\$ 5026.04
46	6	ea	M15491 PDA 2	Power Distribution Assembly Unit		\$ 339.95
47	12	ea	M15089 206	Power Supply Unit for PDA2 332 cabinet		\$ 291.28
48	12	ea	M15156	332 Output file		\$ 744.20
49	6	ea	M11551	Auxiliary Output File for 332 cabinet		\$ 402.52
50	12	ea	170-ECL	170-E Controller / w Manual (4800 BPS Modem) M11346, M16042, M11524, M15924		\$ 1121.27
51	12	ea	2070-L	2070-L Controller / w Manual (4800 BPS Modem) M33160 + M26166		\$ 2500.00
52	50	ea	2010 ECL	Eberle 2010 conflict monitor (NO ALTERNATES) M30528		\$ 499.69
53	50	ea	210 E	Eberle 210 conflict monitor (NO ALTERNATES) M11387		\$ 371.56
54	12	ea	400	Modem for 170 controller + C2 cable M11524 + M15924		\$ 201.60
55	12	ea	404	Modem for 170 controller + C2 cable M11524 + M15924		\$ 380.85
56	12	ea	496	Modem for 170 controller + C2 cable M26035 + M15924		\$ 384.53
57	50	ea	752	3M Opticom 2-channel phase selector (NO ALTERNATES)		\$ NO BID
58	100	ea	722	3M Opticom 2-channel, 2 output, detector (NO ALTERNATES)		\$ NO BID
59	25	ea	721	3M Opticom 2-channel, 1 output, detector (NO ALTERNATES)		\$ NO BID
60	25	ea	711	3M Opticom 1-channel, 1-output detector (NO ALTERNATES)		\$ NO BID
61	2	ea		3M Opticom Emitter (NO ALTERNATES)		\$ NO BID
62	1000	ft	Reel	3M Opticom 4-conductor cable (NO ALTERNATES)		\$ NO BID
63	1000	ft	Reel	IMSA 5-Conductor Cable (R-Y-Br-W-BK) No Filler 14 ga.		\$ NO BID
64	1000	ft	Reel	IMSA 28-Conductor Cable No Filler 14 ga/10 ga cmn		\$ NO BID
65	1000	ft	Reel	IMSA 9-Conductor Cable No Filler 14 ga		\$ NO BID
66	1000	ft	Reel	IMSA 3-Conductor Cable No Filler 14 ga		\$ NO BID
67	1000	ft	Reel	IMSA 2-Conductor DLC Cable No Filler 14 ga		\$ NO BID
68	1000	ft	Reel	PE-22 Interconnect cable (12 pair #19) air-filled		\$ NO BID
69	75	ea	MDCL25SOA12FMC31	GE 250W HPS fixture w/ cutoff optics		\$ 225.00
70	25	ea	MDCL25SOA22FMC31	GE 250W HPS fixture w/ cutoff optics with photoelectric receptacle		\$ 225.00

Quantities are estimated amounts for one-year period.

Items listed are for bid comparison only. Actual items ordered may vary from those listed.



REFERENCES

City of Los Angeles

111 E. 1st Street
Room 110
Los Angeles, CA 90012
Bill Encinas
213-847-2944

County of Los Angeles

Internal Services Department
ISD – Central Purchasing
1100 N. Eastern Ave.
Los Angeles, CA 90063
Yvonne Parker
323-881-5152

Huntington Beach

17371 Gothard St
Huntington Beach, CA 92647
George Ruff
714-375-5015

City of Bakersfield

General Services
4101 Truxton Ave
Bakersfield, CA 93309
Frank Young
661-326-3152

City of Riverside

Traffic Engineering
8095 Lincoln Ave
Riverside, CA 92504
Brett Nissley
951-351-6098

Phone 760-727-8100

Fax 760-727-8184

www.McCain-Inc.com

2365 Oak Ridge Way // Vista, California 92081 // USA



Corporate Resolution: Purchase Agreements or Contracts

Resolved, that this corporation, **McCain, Inc.**, proposes to enter into purchase agreements or contracts from time to time.

BE IT FURTHER RESOLVED, that any **one** of the following individuals:

Jeffrey L. McCain, Bill Brown, Greg Johnson, Theresa Schaeffer, Ann Hart, Jackie Groat, Christine Jersey, Scott Tolstad, and Jo Ann Mills

Of this corporation be and they are hereby authorized and empowered for and on behalf of and in the name of this corporation and as its corporate act and deed:

- a) Enter into purchase agreements or contracts on behalf of the company.

CERTIFICATION

I, Jeffrey L. McCain, President and Chief Executive Officer of McCain, Inc., a corporation created and existing under the laws of the State of California, do hereby certify and declare that the foregoing is a full, true copy of the resolutions duly passed and adopted by the Board of Directors and said corporation, by written consent of all Directors of said corporation or at a meeting of said Board duly and regularly called noticed and held on November 8, 2005, at which meeting a quorum of the Board of Directors was present and voted in favor of said resolutions; that said resolutions are now in full force and effect; that there is no provision in the Articles of Incorporation or Bylaws of said corporation, or any shareholder agreement, limiting the power of the Board of Directors of said corporation to pass the foregoing resolutions and that such resolution are in conformity with the provisions of such Articles of Incorporation and Bylaws; and that no approval by the shareholders of, or of the outstanding shares of, said corporation is required with respect to the matters which are the subject of the foregoing resolutions.



Jeffrey L. McCain, Chief Executive Officer

2-26-08
Date

2365 Oak Ridge Way, Vista, CA 92081
Phone 760-727-8100 Fax 760-727-8184
www.mccain-inc.com