

**BID NUMBER PA-00706**

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



INVITATION TO BID

ELECTRICAL SUPPLIES

CONTRACT NO. 29576

1. **COMPLETE CONTRACT:**  
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
2. **SERVICES TO BE PROVIDED BY THE CONTRACTOR:**  
Contractor shall upon acceptance of this bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
3. **AMOUNT TO BE PAID:**  
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
4. **CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**  
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
5. **DECLARATION OF NON-COLLUSION:**  
The undersigned certifies or declares under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: LONG BEACH ON THE 3RD DAY OF APRIL, 20 06  
CITY STATE MONTH

COMPANY NAME: ROYAL WHOLESALE ELECTRIC TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2801 E. 208TH ST. CITY: CARSON STATE: CA ZIP: 90810

PHONE: 310-637-6377 FAX: 310-632-4581

SI [Signature] MANAGER  
(SIGNATURE) (TITLE)

(EMAIL ADDRESS)

SI \_\_\_\_\_  
(SIGNATURE) (TITLE)

(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] 5/11/06  
Director of Financial Management Date

APPROVED AS TO FORM 5/15 2006  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Senior Deputy



**CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.**

31356 VIA COLINAS, WESTLAKE VILLAGE, CALIFORNIA 91362-3915  
P.O. BOX 5041, THOUSAND OAKS, CALIFORNIA 91359-5041  
Telephone (818) 991-9000 • FAX (818) 991-6842

COUNTY OF LOS ANGELES

STATE OF CALIFORNIA

David T. Bradford being duly sworn, disposes and says that he is the Secretary of Consolidated Electrical Distributors, Inc. a corporation organized and existing under and by virtue of the laws of the state of Delaware and having its principal office at 31356 Via Colinas, Westlake Village, California 91362. Affiant further says that he is familiar with the records, minute books and by-laws of Consolidated Electric Distributors, Inc. Affiant further says that Brad Jennings, Profit Center Manager of the Corporation, is duly authorized to sign bid proposals and contracts for said Corporation for the period of one year from the date hereof to supply to the CITY OF LONG BEACH, Long Beach, California with electrical materials.

Given under my hand and seal as of this 24<sup>th</sup> day of March 2006.

David T. Bradford, Secretary

*Corporate Seal*

State of California  
County of Los Angeles

Subscribed and sworn to before me this 24<sup>th</sup> day of June 2006,  
IN WITNESS WHEREOF I hereunto set my hand and official seal.

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.

26. 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.

**BID NUMBER PA-00706**

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 DE  
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 \_\_\_\_\_

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

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

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

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

**WITNESS** my hand and official seal.

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

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
  - CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)  LIMITED
  - ATTORNEY-IN-FACT  GENERAL
  - 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):

same at 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

## 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 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 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

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.

**INSTRUCTIONS TO BIDDERS**

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

In the performance of public work under any Contract, the Contractor shall comply with 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. Copy of wage schedule can be obtained from the City Engineer.

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

**11. RIGHT TO REJECT:**

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.

**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.

**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.

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

The City of Long Beach is committed to provide 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: \_\_\_\_\_

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

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: \$ \_\_\_\_\_

**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

**BID DUE DATE: APRIL 03, 2006**

**TIME: 11:00 am**

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

**A. COMMERCIAL (TERMS AND CONDITIONS, ETC)**

LENORE BLUEFORD (562) 570-5384  
BUYER TELEPHONE NUMBER

**B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)**

LENORE BLUEFORD (562) 570-5384  
DEPARTMENT CONTACT TELEPHONE NUMBER

**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 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 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   X   NO       

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

**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 the Contractor for such an adjustment must be made within thirty 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 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



## CONTRACT – GENERAL CONDITIONS

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. Any indebtedness of Contractor to 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 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.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. 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.
23. 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.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require City to execute to complete this transaction. Rv

- Invitation to Bid document is not fully completed as required.
- Notarial Acknowledgment is not submitted when required; i.e., companies located outside of the state of California or companies that do not have a business operation with an established address within California (must be same address as shown on Invitation to Bid; P.O. Boxes are not acceptable) are required to submit a Notarial Acknowledgment of Corporate Officer or of the authorized person that has signed the bid.  
**NOTE:** Only one signature will be required of the "Principal" if the principal is a partnership, sole proprietary (individuals) or limited liability company.
- When bonds are required (Labor & Material or Performance Bonds), and Notarial Acknowledgments are not submitted. Three acknowledgments are required; two for the Principal (company submitting the bid), and one for the Surety (bonding company). If the Principal is a corporation, the signatures of two corporate officers are required for Labor & Material and Performance Bonds. Labor & Material and Performance Bonds are only required of companies that are being considered for an award (they are not required

**CONTRACT - GENERAL CONDITIONS**

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 Eugene Fong at 562-570-5023 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% 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.
30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE 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 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 his 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

## CONTRACT -- GENERAL CONDITIONS

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 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 the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the 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.

**BID SECTION**

**CONTRACT AGREEMENT**  
**SPECIAL CONDITIONS SECTION**

**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 extension 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.

**No price increases will be allowed during any twelve month contract period.**

**SHIPPING INSTRUCTIONS**

~~Prices quoted shall include all delivery and unloading charges to various users~~

## **BID SECTION**

### **SUPPLEMENTAL CONDITIONS SECTION**

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

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by the using department. Contractor must reference BPO release number and not the BPO number on all invoices.

#### **BASIS OF AWARD OF CONTRACT**

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

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

#### **PRICING**

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

#### **MAINTENANCE OF ADEQUATE STOCK**

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

## BID SECTION

### SPECIFICATION SECTION

#### SCOPE OF SERVICE

The Contractor shall provide a wide array of electrical items to the City of Long Beach.

#### PRICE AGREEMENT CONDITIONS

Prices charged to the City shall be based on percentage discounts from the current Trade Service Publication, Electrical Wholesale Reporter (formerly the Biddle Book, and herein referred to as **TRA-SER**). Percentage discounts shall remain firm for the duration of the contract. Bids shall be in the form of percentage discounts given to the City from the **TRA-SER**. The Contractor shall quote discounts from the "Column 3" price or "End Column" price listed in the **TRA-SER**.

Twelve compact discs (CD's) of **TRA-SER** shall be provided to the City complete with monthly updates, through the duration of the contract .

#### REFERENCES

Bidder shall furnish on a separate sheet of paper 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 product reliability, Contractor's performance and service and other information. Failure to include customer's references may void bid if the City has no prior experience with bidder.

#### CATALOGS

Contractor shall submit two (2) copies of its general or master catalog upon award of Contract. The catalog shall be used to purchase items that are not specifically listed in the bid. Contractor shall supply additional catalogs to the various City departments as requested.

#### MISCELLANEOUS PURCHASES

The various City departments are authorized to purchase miscellaneous items not listed herein up to a maximum of \$1,000.00 per order.

**BID SECTION**

**CONTRACT AGREEMENT  
BID SECTION**

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BID TO FURNISH AND DELIVER ELECTRICAL SUPPLIES FOR THE CITY OF LONG BEACH.

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WE ARE PLEASED TO SUBMIT OUR BID IN ACCORDANCE WITH THE CITY OF

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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.

**BID SECTION**

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

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**SALES TAX**

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

**SUMMARY OF BID ITEMS – ELECTRICAL SUPPLIES**

<b><u>SECTION</u></b>	<b><u>A</u></b>	<b><u>CONDUIT AND FITTINGS – DESCRIPTION</u></b>	<b><u>DISCOUNT</u></b>	
ITEM #	1	Rigid steel conduit	<u>77</u>	%
	2	Rigid steel conduit couplings & elbows, galvanized	<u>66</u>	%
	3	Rigid steel conduit nipples	<u>66</u>	%
	4	E.M.T. fittings	<u>72</u>	%
	5	E.M.T. conduit	<u>77</u>	%
	6	Flexible steel conduit	<u>72</u>	%
	7	Liquid tight flexible steel conduit	<u>83</u>	%
	8	Aluminum flexible conduit	<u>53</u>	%
	9	Plastic conduit	<u>77</u>	%
	10	Plastic conduit fittings	<u>73</u>	%
	11	Minerallac conduit products	<u>63</u>	%
	12	Wiremold conduit	<u>10</u>	%
	13	T & B fittings, seal tight	<u>63</u>	%

ROYAL WHOLESALE ELECTRIC



**BID SECTION**

<b><u>SECTION</u></b>	<b><u>A</u></b>	<b><u>CONDUIT AND FITTINGS (continued) – DESCRIPTION</u></b>	<b><u>DISCOUNT</u></b>	
ITEM #	14	Steel City fittings	<u>63</u>	%
	15	Powerstrut	<u>73</u>	%
	16	Regal conduit fittings	<u>73</u>	%
	17	Circle AW products	<u>35</u>	%
	18	Dottie products	<u>58</u>	%
	19	Hoffman enclosures	<u>42</u>	%
	20	Killark products	<u>64</u>	%
	21	Midwest conduit fittings	<u>53</u>	%
	22	Myers hubs & fittings	<u>33</u>	%
	23	O.Z. Gedney products	<u>43</u>	%
	24	Panduit	<u>38</u>	%
	25	Power Strut products	<u>64</u>	%
	26	Bridgeport conduit	<u>74</u>	%
	27	Regal conduit fitting	<u>73</u>	%
	28	Minerallac	<u>62</u>	%

<b><u>SECTION</u></b>	<b><u>B</u></b>	<b><u>WIRE – DESCRIPTION</u></b>	<b><u>DISCOUNT</u></b>	
ITEM #	1	THHN wire	<u>63</u>	%
	2	XHHW wire	<u>68</u>	%
	3	USE and RHH-RHW wire	<u>65</u>	%
	4	MTW wire	<u>72</u>	%

**BID SECTION**

<b><u>SECTION</u></b>	<b><u>B WIRE – DESCRIPTION (continued)</u></b>	<b><u>DISCOUNT</u></b>
ITEM #	5 Communication cable	42 %
	6 SJ, SO, wire (portable cord)	87 %
	7 Electronic cable	48 %
	8 Fittings	55 %
	9 Bare Copper	62 %
	10 Extension cords	61 %
	11 Cable, 19 strand, 50 amp, 600 volt CPS or 3 or 2/0 SI-58073 GE	63 %

<b><u>SECTION</u></b>	<b><u>C WIRING DEVICES</u></b>	<b><u>DISCOUNT</u></b>
ITEM #	1 Outlet boxes	73 %
	2 Russel Stoll devices	53 %
	3 RACO Inc. products	57 %
	4 Weather-proof boxes – QUOTE ON BRANDS BELOW:	
	a. Perfect Line	63 %
	b. RACO Inc.	63 %
	5 Wiring devices – QUOTE ON BRANDS BELOW:	
	a. Hubbell	62 %
	b. Leviton	56 %
	6 Edwards signaling devices	25 %

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**BID SECTION**

<b><u>SECTION</u></b>	<b><u>D</u></b>	<b><u>GROUNDING/LKUGS/CONNECTORS/TERMINAL BLOCKS</u></b>	<b><u>DISCOUNT</u></b>	
ITEM #	1	Ground rods	<u>47</u>	%
	2	Ground clamps	<u>48</u>	%
	3	Lugs and connectors, Dottie	<u>45</u>	%

<b><u>SECTION</u></b>	<b><u>E</u></b>	<b><u>LIGHT FIXTURES &amp; BALLASTS</u></b>	<b><u>DISCOUNT</u></b>	
ITEM #	1	Lighting fixtures – QUOTE ON BRANDS BELOW:		
	a.	Halo	<u>43</u>	%
	b.	Lithonia	<u>43</u>	%
	c.	Hubbell	<u>45</u>	%
	2	Holophane lighting fixtures	<u>40</u>	%
	3	Jefferson Transformers	<u>43</u>	%
		<b><u>Ballasts HID &amp; Fluorescent</u></b>		
	4	HID ballasts - QUOTE ON BRAND BELOW:		
	a.	Advance	<u>73</u>	%
	5	Fluorescent ballasts - QUOTE ON BRAND BELOW:		
	a.	Advance	<u>73</u>	%
	6	HID fixtures	<u>47</u>	%
	7	Compact fluorescent fixtures	<u>46</u>	%
	8	Capri Lite lighting	<u>42</u>	%
	9	Dual Lite emergency lighting	<u>42</u>	%
	10	Intermatic	<u>28</u>	%

**BID SECTION**

<b><u>SECTION</u></b>	<b><u>E LIGHT FIXTURES &amp; BALLASTS</u></b>	<b><u>DISCOUNT</u></b>
	<b><u>Ballasts HID &amp; Fluorescent (continued)</u></b>	
ITEM #	11 Lightolier	47 %
	12 Lutron products	27 %
	13 Paragon time switches	43 %
	14 Precision multi-controls	43 %
	15 Prescolite lighting	48 %
	16 Progress lighting	57 %
	17 STONCO lighting	47 %
	18 Tork Time switches & photo controls	28 %
	19 Wellmade lighting	47 %
	20 Kenal lighting	43 %

<b><u>SECTION</u></b>	<b><u>F DISTRIBUTION EQUIPMENT</u></b>	<b><u>DISCOUNT</u></b>
ITEM #	1 Safety switches – QUOTE ON BRANDS BELOW:	
	a. Cutler-Hammer	53 %
	b. G.E.	53 %
	c. Square D	55 %
	2 Industrial circuit breakers – QUOTE ON BRANDS BELOW:	
	a. Cutler-Hammer	44 %
	b. G.E.	44 %
	c. Square D	55 %

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**BID SECTION**

<b><u>SECTION</u></b>	<b><u>F</u></b>	<b><u>DISTRIBUTION EQUIPMENT (continued)</u></b>	<b><u>DISCOUNT</u></b>
ITEM #	3	Load centers – QUOTE ON BRANDS BELOW:	
	a.	Cutler-Hammer	53 %
	b.	G.E.	53 %
	c.	Square D	55 %
	4	Panel boards – QUOTE ON BRANDS BELOW:	
	a.	Cutler-Hammer	53 %
	b.	G.E.	53 %
	c.	Square D	55 %
	5	Power transformers – QUOTE ON BRANDS BELOW:	
	a.	Cutler-Hammer	53 %
	b.	G.E.	53 %
	c.	Square D	55 %
	6	ITE products	37 %

<b><u>SECTION</u></b>	<b><u>G</u></b>	<b><u>MISCELLANEOUS</u></b>	<b><u>DISCOUNT</u></b>
ITEM #	1	Carol portable cords	83 %
	2	Wire connectors – QUOTE ON BRANDS BELOW:	
	a.	Burndy	52 %
	b.	Ideal	33 %
	c.	T & B	33 %
	3	Buss fuses	58 %

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**BID SECTION**

<b><u>SECTION</u></b>	<b><u>G MISCELLANEOUS (continued)</u></b>	<b><u>DISCOUNT</u></b>	
ITEM #	4 Gould-Shawmut fuses	<u>69</u>	%
	5 Little fuse	<u>58</u>	%
	6 Cutler-Hammer relays and motor controls	<u>55</u>	%
	7 Allen Bradley motor controls	<u>12</u>	%
	8 Appleton products	<u>52</u>	%
	9 Tape – QUOTE ON BRANDS BELOW:		
	a. Okonite	<u>48</u>	%
	b. Plymouth	<u>34</u>	%
	10 3M electrical tape	<u>30</u>	%
	11 Unistrut channel & hardware	<u>63</u>	%
	12 Batteries, dry cell	<u>43</u>	%
	13 BRK electronics	<u>30</u>	%
	14 IlSCO products	<u>55</u>	%
	15 Maglite	<u>37</u>	%
	16 McGill manufacturing products	<u>37</u>	%
	17 Brady industrial	<u>33</u>	%
	18 Klien products	<u>28</u>	%
	19 CRC products	<u>30</u>	%
	20 Miscellaneous electrical supplies	<u>24</u>	%

ROYAL WHOLESALE ELECTRIC

## City of Long Beach, CA

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### Commonly Made Errors

The following are commonly made errors when submitting a bid to the City of Long Beach:

It is essential that all requirements of the bid are completed as specified.

- Instructions concerning signatures (page 2 on bid) are NOT followed.
  - When the bid is signed by someone other than the corporate officer(s) a certified corporate resolution MUST accompany the bid.
  - All pages of the Invitation to Bid are not returned as required.
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consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.

10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies, or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective

## References

Sim Hugo Neu  
901 New Dock St.  
Terminal Island, CA 90731  
Contact: Jeff Neu  
Phone: 310-831-0281

Yoplait  
1055 E Sand Hill Ave.  
Carson, CA 90746  
Contact: Greg Margosian  
Phone: 310-605-6159

Severn Trent  
2660 Columbia St.  
Torrance, CA 90503  
Contact: Greg Reese  
Phone: 310-618-9700

United Bakery Equipment  
19216 Laurel Park Road  
Rancho Dominguez, CA 90220  
Contact: Mike Bastasch  
Ph: 310-635-8121

Metropolitan Water District  
700 North Alameda St.  
Los Angeles, CA 90012  
Contact: Voracpathyn Tim  
Ph: 213-217-6942



# ROYAL WHOLESALE ELECTRIC

2801 East 208th Street • Carson • CA 90810  
(310) 637-6377 • Fax (310) 632-4581

City of Long Beach  
333 West Ocean Boulevard  
Plaza Level  
Long Beach, CA 90802  
Att: Lenore Blueford

April 3, 2006

Ref: Bid Number PA-00706

Dear Lenore,

We are pleased to present the enclosed response to your Bid Number PA-00706. I want to take this opportunity to point out three of the most important strengths of Royal Wholesale Electric. These specific strengths help make us your best choice to support an MRO Blanket Order Contract with the City of Long Beach.

- 1.) As a part of CED, Royal can provide all of the manufacturers listed on your contract bid at competitive prices and deliveries as required.
- 2.) In addition to being able to furnish all of the important products that are commonly used throughout the City, Royal is the authorized Allen-Bradley (Rockwell Automation) distributor for the Long Beach area. This is important because it means that we have Rockwell (Allen-Bradley) Automation products, software, and Industrial Control products in stock a few miles away, and we have Allen-Bradley resources available locally to support these products and to help with important application issues.
- 3.) Our large will call/counter area is well staffed with knowledgeable people,

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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 Inviting to Bid and Contractor's bid shall take priority over said samples.~~

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ROYAL WHOLESALE ELECTRIC SUPPLY  
2801 E. 208TH. STREET  
CARSON, CA 90810  
PH: 310-637-6377  
FAX: 310-632-4581

