BID NUMBER PA-00108

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



INVITATION TO BID Provide Miscellaneous Hand and Power Tools

CONTRACT NO.

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.

 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.)

EXECUT	ED AT: 1	Lake Fores	t	IL STATE	ON THE	lst	_ DAY OF _	October MONTH	20(07
Local B	NY NAME: Tanch		ainger, In Airport Wa		Long		TIN:	(FEDERAL TAX ID	ENTIFICATION NUM	HBER) 90806
PHONE	· A.I	866-486-7	-	•	_ FAX:	8774	464-7647 resident	Sales		
s/	<u>uu</u>		E					(TTLE)		
<u> </u>	Debra S.	Oler (PRINT NAME)					(EMAIL ADDRESS)		
s/		(SIGNATUF	E)					(TITLE)		
		, (PRINT NAME)					(EMAIL ADDRESS)		
	,		BE NOTARIZED BID WILL BE COM NOTARIES AR	SIDERED U	NLESS A	NOTARIAL	ACKNOWLED	DGMENT IS ATT		
of the date	stated below.		ch has caused this c	ontract to be e	xecuted as r	required by law		VED AS TO FORM	12/19	2007.
		or of Financial Manager	1011			្រា		WA Conu	ay Deputy	

Rev 06/26/07

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CERTIFICATE

I, JOHN L. HOWARD, Secretary of W.W. GRAINGER, INC., an Illinois corporation (the "Corporation"), do hereby certify that set forth below is a true and correct copy of resolutions adopted on August 1, 1990 and subsequently amended by the Board of Directors of the Corporation, and that such resolutions have not been rescinded and remain in full force and effect as of the date hereof:

RESOLVED, that with respect to the properties, businesses, and affairs of the Corporation and/or the groups, divisions and other operating units thereof, the Chairman of the Board and Chief Executive Officer, the Senior Vice President, Finance and Chief Financial Officer, the President and Chief Operating Officer, and the President, Grainger Industrial Supply, and each of them, be and hereby are empowered

(a) to execute and deliver, for and on behalf of the Corporation,

(b) to designate any other person who, by virtue of such designation, shall be empowered to execute and deliver, for and on behalf of the Corporation, and

(c) to ratify and confirm in all respects the prior execution and delivery by any other person, for and on behalf of the Corporation, of,

any and all contracts and other documents, including but without limiting the generality of the foregoing, leases, assignments, undertakings, certificates, affidavits, invitations to bid, bid proposals, purchase orders, purchase requisitions, applications for government licenses, permits and registrations, bonds (including but not limited to performance bonds, bid bonds and surety bonds), indemnification agreements, guarantees, security agreements, financing statements, satisfactions, releases, instruments of conveyance, title documents and powers of attorney, but excluding, however, checks, drafts and other instruments for the payment of money, documents pertaining to purchases, sales, leases or exchanges of real property or interests therein, documents pertaining to indebtedness for money borrowed, documents pertaining to acquisitions or divestitures of businesses, and documents that on their face pertain to transactions involving in excess of ten million dollars (\$10,000,000) (other than collective bargaining agreements, documents pertaining to the procurement of product intended for resale and documents pertaining to the sale of product), which excluded documents shall be executed only in the manner specifically provided in other resolutions adopted by this Board of Directors; and

•1

FURTHER RESOLVED, that the execution and delivery of documents, for and on behalf of the Corporation, by officers or other persons as provided or contemplated in the preceding resolution shall conclusively evidence the due authorization, approval, ratification and/or confirmation by the Corporation of the documents so executed and delivered, of the transactions described therein or contemplated thereby, and of any and all other actions taken for and on behalf of the Corporation in connection therewith.

I do hereby further certify that the following persons affiliated with the Corporation have been duly empowered pursuant to such resolutions to (i) execute and deliver, for and on behalf of the Corporation, bids, quotations, purchase orders and other documents relating to the sale or proposed sale of products and services associated with the business of the Corporation, and (ii) designate, subject to such conditions, limitations and restrictions as the Chairman of the Board and Chief Executive Officer of the Corporation may from time to time impose, other persons affiliated with the Corporation as individuals likewise duly empowered to execute and deliver, for and on behalf of the Corporation, bids, quotations, purchase orders and other documents as aforesaid:

<u>Name</u>	<u>Title</u>
Laura D. Brown	Vice President, Marketing
Patrick H. Davidson	Senior Vice President, Sales and Marketing
Paul Kindzierski	Vice President, Government Sales
Vince Lima	Vice President, Sourcing
Debra S. Oler	Vice President, Sales
Michael A. Pulick	Senior Vice President, Customer Service
John A. Schweig	Senior Vice President, International and Business Development
Michael D. Sisk	Vice President, Commercial Sales, East
Gloria M. Ysasi-Diaz	Vice President, Inventory Management

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 8TH Day of June, 2007.

Corporate Seal

BID NUMBER PA-00108

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 sul	bmitted regarding the Bidder		
Legal Form of Bidder:			
Corporation	State of		
Partnership	State of		
General	Limited		
Joint Venture			3
Individual	DBA		
Limited Liability Company	/ State of	· · · · · · · · · · · · · · · · · · ·	
Composition of Ownership (more t Ethnic (Check one): Black Hispanic	Asian American Indian	rganization): <u>OPTIONAL</u> Other Non-white Caucasian	
	mership (check all that apply):		
Male	Yes - Physically Challenge		
Female	No - Physically Challenge	d Over 65	
Is the firm certified as a Disadvant		No	
Has firm previously been certified a	as a minority-owned and/or wo	man-owned business enterprise by any o	ther 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 <u>contracts</u> 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.

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BID NUMBER PA-00108 CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Sta	te of	Illinois
Cor	unty of	Lake
On		Oct 1, 2007 Before me, Janet L. Scholz, Notary Public DATE NAME, TITLE OF OFFICER – E.G. "JANE DOE, NOTARY PUBLIC"
		,
Per	sonally a	Debra S. Oler, Vice President, Sales NAME(S) OF SIGNER(S)
	PUBLIC RATE OF	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. SUCHATORE OF NOTARY OPTIONAL
Thoug this fo		v is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of
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	OTHER:	N/CONSERVATOR
		DATE OF DOCUMENT
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		SIGNER(S) OTHER THAN NAMED ABOVE
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		Page 3 of 35

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 itams 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 "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. 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 walver 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 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.

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 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.

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.

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 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 <u>http://www.longbeach.gov/diversity</u> 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:

Commodity/Service Provided:

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more till Black () American Hispanic () Astan () Caucasian	n-white ()))	
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:	Wednesday, Octob	per 3, 2007
TIME:	11:00 am	•

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

COMMERCIAL (TERMS AND CONDITIONS, ETC)

KARIE WEBBER	562-570-6200
BUYER	TELEPHONE NUMBER

TELEPHONE NUMBER

8. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

DEPARTMENT CONTACT

6. 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 <u>not</u> 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 <u>not</u> be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the <u>apparent</u> 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.

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INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

YES

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

(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.)

NO

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.

CONTRACT - GENERAL CONDITIONS

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

CONTRACT - GENERAL CONDITIONS

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.

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 fail 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 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.

CONTRACT -- GENERAL CONDITIONS

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.

PROVIDE MISCELLANEOUS HAND AND POWER TOOLS

PA-00108

SUPPLEMENTAL PROVISIONS

ESTIMATED SCHEDULE

Bid Release Date Last Day to Submit Questions Bids Due Bid Evaluation Award Contract Contract Start Date September 14, 2007 September 26, 2007 October 3, 2007 October 5, 2007 October 23, 2007 November 1, 2007

ADDENDUM

Bidders are responsible for and shall check the purchasing web page at <u>www.longbeach.gov/purchasing</u> or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addenda incorporated into this bid. Bidder must download bid specifications and addenda from the City's website. Failure to include the addenda with the bid will cause the bid to be rejected.

CONTRACT PERIOD

The Contract period is twelve (12) months from date of award. This Contract may be extended by mutual agreement for up to two (2) 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 (2) additional one-year periods, the City shall so notify the Contractor no later than thirty (30) days prior to the expiration date.

No price increases will be allowed during the first twelve-month Contract period. Notwithstanding the foregoing, the City and the Contractor may agree to a price increase during the first twelve-month contract period only in the event of a governmental or other act or event beyond either party's control that directly impacts the prices quoted in this bid by the Contractor. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

PROVIDE MISCELLANEOUS HAND AND POWER TOOLS

PA-00108

SUPPLEMENTAL PROVISIONS

BASIS OF AWARD

The City reserves the right to award portions of this bid to one or more Contractors, or to withdraw this bid at any time.

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 bidder's experience, references, equipment, facility, operations, quality, fitness, capacity, and adaptability in respect to the requirements of the specifications for the services proposed. Bid completeness, clarity, accuracy, and compliance with City requirements shall also be determining factors of award. The City reserves the right to award contracts on an "All or None" or on an "Individual" basis.

Award may be made to different Contractors for all items for the sections listed below, or on an "all or none" basis to one Contractor. Contractor must quote on all items within each section, or the bid for that section will be deemed not responsive.

SECTION A - HAND TOOLS SECTION B - POWER TOOLS AND ACCESSORIES

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by an amendment to the Contract and executed by the Contractor and the City.

EXTENSIONS

This Contract is subject to extension for two (2) 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 _____% during first renewal.

Price increase shall not exceed 5 % during second renewal.

PROVIDE MISCELLANEOUS HAND AND POWER TOOLS

PA-00108

SUPPLEMENTAL PROVISIONS

REFERENCES AND QUALIFICATION REQUIREMENTS

<u>Competency of Contractors</u>: No quote will be accepted from or Contract awarded to a Contractor who is not licensed in accordance with the law, who does not hold a license qualifying him to provide the material under this Contract, to whom a quote form has not been provided, and who has not successfully provided material of similar character and scope.

The Contractor must present evidence indicative of its ability to finance, provide, and sustain the specified material to the satisfaction of the City. Failure to include any of the following information as requested below may cause the bid to be deemed non-responsive if the City has no recent experience with Bidder.

- 1. **Client References:** The Contractor 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 items. The City intends to contact these customers to determine reliability, adequate stock and other information.
- 2. Work History: In addition to Client References, the Contractor shall list all contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers in each instance.
- 3. **Miscellaneous Tool Supplies Location:** The Contractor shall have a distribution center located within twenty (20) miles of the City of Long Beach Public Service Yard at 1601 San Francisco Avenue, Long Beach (see pg. 15).
- 4. License Certification: The Contractor shall obtain and/or provide a Long Beach Business License. A copy, if available, must be submitted with this bid package.

A. Long Beach Business License No.: BU20515990 (Required upon notification of award)

	CITY OF LONG BEAC	PROVIDE MISCELLANEOUS HAND AND POWER TOOLS PA-00108
	REFERENCES	SUPPLEMENTAL PROVISIONS AND QUALIFICATION REQUIREMENTS (continued)
		nformation: The Contractor shall provide contact information under y and non-emergency conditions:
	PRIMARY C	ONTACT:
	NAME:	Erica Victorson
	TITLE:	Government Account Manager
· · ·	ADDRESS:	3090 E. Airport Way, Long Beach, CA 90806
	OFFICE PHONE:	949-310-1278
	FAX:	562-321-9693
	CELL:	949-310-1278
	EMAIL:	erica. victorson @ grainger.com
• • • • •	SECONDAR	Y CONTACT:
	NAME:	Anthony Caraveo
	TITLE:	Branch Manager
	ADDRESS:	3090 E. Airport Way
	OFFICE PHONE:	562-637-1153
	FAX:	562-637-1152
	CELL:	562-843-1966
	EMAIL:	anthony. caraveo@grainger.com
	•	Y CONTACT (24/7):
	NAME:	Anthony Caraveo
		Branch Manager
	CELL:	562-843-1966

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PROVIDE MISCELLANEOUS HAND AND POWER TOOLS

PA-00108

SPECIFICATIONS SECTION

SCOPE OF WORK

The Contractor shall provide miscellaneous hand and power tools and power tool accessories to various City departments in accordance with specifications as indicated in Bid Section.

All items listed in Bid Section are to be shipped and/or picked up on an "as needed basis", by a written request from authorized personnel of the City of Long Beach. The City does not guarantee that all items listed herein will be ordered during the Contract period.

DELIVERY/SHIPPING

The Contractor shall be available during normal business hours (7:00am through 4:00pm), Monday through Friday, for delivery and/or Will Call. During the term of the Contract, many purchases will be considered an emergency and therefore "Will Call" provisions must be provided by the Contractor.

The Contractor shall deliver within two (2) calendar days after receipt of order for MISCELLANEOUS HAND AND POWER TOOLS. "Will Call" items shall be available for pick-up within four (4) hours of order.

Do you have "Will Call" capabilities? YES NO

MISCELLANEOUS HAND AND POWER TOOLS LOCATION

The Contractor shall have a distribution center, located no more than a twenty (20) mile radius from the City of Long Beach Public Service Yard at 1601 San Francisco Avenue, Long Beach.

miles from the City of Long Beach Public Distribution Center is located 0 Service Yard.

Address of Distribution Center: 3090 E Airport Way Long Beach, CA 90806

ADEQUATE STOCK

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

PROVIDE MISCELLANEOUS HAND AND POWER TOOLS

PA-00108

SPECIFICATIONS SECTION

QUANTITIES

The quantities stated herein are estimates only of the City's requirements. The Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price(s) quoted.

ALTERNATES OR EXCEPTIONS

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the specifications are intended to establish the type, function and quality required. 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.

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

Bidders acknowledge and agree that use of an approved equal creates a risk that the material or equipment may not actually meet the functional and 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 Contractor from its duty to meet the functional and performance requirements in the Specifications so that the Contractor may ultimately be required to replace the "approved equal" product with the 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, bidder accepts these risks and the liability associated with these risks, and waives all claims against the City for costs related to supplying replacements.

ADDITIONAL WORK/MISCELLANEOUS ITEMS

Miscellaneous items may be procured in an amount <u>not to exceed</u> \$500 per order. No additional items shall be purchased without the authorization of the City.

PA-00108

SPECIFICATIONS SECTION

DEFAULT BY CONTRACTOR/TERMINATION

The City may terminate this Contract if the Contractor is not diligently complying in good faith, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) days notice given by the City to do so.

SUBCONTRACTING

No portion of this Contract may be assigned or subcontracted by the Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any portion of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract.

In the event the City consents to assignment or subcontracting, each term and condition of this Contract shall be binding on the assigns, successors or administrators of the respective parties.

In the event the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

The Contractor and all subcontractors must obtain and maintain in effect a valid City of Long Beach Business License prior to providing materials and during the entire time that materials are being provided under the Contract. All licenses shall be secured by the Contractor or subcontractor at the Contractor's or subcontractor's own expense.

The Contractor shall indemnify, defend, and hold harmless the City and its employees and agents from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

VALIDITY

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

CONFLICT OF INTEREST

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

PA-00108

SPECIFICATIONS SECTION

NON-COLLUSION AFFICATION

The Contractor represents and warrants, that:

- a. The bid is not made in the interest of, or on behalf of, any undisclosed person or entity.
- b. The bid is genuine and not collusive or false.
- c. The Contractor has not, directly or indirectly
 - i. Induced or solicited any other contractor to submit a false bid;
 - ii. Colluded, conspired, or agreed with any contractor or anyone else to submit a false bid; or
 - iii. Induced anyone to refrain from bidding.
- d. The Contractor has not, directly or indirectly, sought by agreement, communication or conference with anyone to
 - i. Fix the bid price of the Contractor or any other bidder;
 - ii. Fix any overhead, profit or cost element of the bid price, or of that of any other contractor; or
 - ili. Secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract.
- e. All statements contained in the bid are true.
- f. The Contractor has not, directly or indirectly, submitted his or her bid or any breakdown thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person or entity to effectuate a collusive or false bid.

COMPLIANCE WITH LAWS

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority that affect those employed hereunder and Contractor's performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order or decree should be discovered in the Contract, or which may become effective before expiration of the Contract, the Contractor shall report the same in writing to the City.

PROVIDE MISCELLANEOUS HAND AND POWER TOOLS

PA-00108

SPECIFICATIONS SECTION

WAIVER

Any waiver by the City of any default of any one or more of the terms, covenants or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping the City from enforcing the full provisions thereof.

No delay, failure or omission of the City to exercise any right, power, privilege or option arising from any default, nor any payments made by the City, shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to the Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

PA-00108

SPECIFICATIONS 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. The Contractor must reference the BPO release number and not the BPO number on all involces.

METHOD OF BILLING

The Contractor shall submit an original invoice and two (2) copies to the City of Long Beach Accounts Payable and one (1) copy to each City Representative(s) of a facility or sections of facilities. Said invoice shall include all required certifications and reports as specified herein. Billing invoice shall include purchase order number and department or bureau name. The City will not make the monthly payments until it has received and approved such invoices. The Contractor shall mail monthly original invoices to:

City of Long Beach, Accounts Payable 333 West Ocean Blvd., 6th floor Long Beach, CA 90802

PURCHASING CARD

Will authorized City personnel be allowed to use the City of Long Beach Purchasing Card (commercial bank credit card) in lieu of Blanket Purchase Order (BPO) releases (Purchase Orders) if the City determines it to be more feasible?

YES <u><u>V</u><u></u><u>ℓ</u><u>5</u> NO ____</u>

PRICING

No "minimum orders" are permitted. Bids indicating a minimum order will be rejected. Unit pricing shall remain firm for the duration of the Contract. Manufacturer's price increases will not be allowed nor paid by the City. No price increases will be allowed during the first twelve (12) months of the Contract.

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

BID SECTION CITY OF LONG BEACH – PA-00108 ATTACHMENT "A"

The quantities stated herein are estimates only of the City's requirements. The Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the Contract period at the unit price(s) quoted. **Please bid all items in this section.**

Bidder shall indicate on the line next to the description the manufacturer of the product offered. If more room is needed, bidder shall include such information on the backside of the attachment (include item number and manufacturer). Fallure to include requested information may disqualify bid. See instructions on page <u>16</u> for alternate items.

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

SALES TAX

UNIT EXTENSION PRICES STATED HEREIN SHALL NOT INCLUDE SALES TAX.

SUMMARY OF BID ITEMS

SEE ATTACHED

BID SECTION CITY OF LONG BEACH – PA-00108 ATTACHMENT "A"

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PAYMENT TERMS: _____% ___30 DAYS

DELIVERY: $\int da y$ Calendar days after receipt of order (if time shown is more than two days after receipt of order, the bid may be rejected).

WILL CALL: _____ Hours after receipt of order (if time shown is more than four (4) hours after receipt of order, the bid may be rejected).

The quantities stated herein are estimates only of the City's requirements. The Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the Contract period at the unit price(s) quoted. **Please bid all items in this section.**

Bidder shall indicate on the line next to the description the manufacturer of the product offered. If more room is needed, bidder shall include such information on the backside of the attachment (include item number and manufacturer). Failure to include requested information may disqualify bid. See instructions on page <u>16</u> for alternate items.

TEM E	ST. TY.	UNIT	DESCRIPTION See attached spread shu		MANUFACTURER/ STOCK #
1	12	EA	WHEEL, ABRASIVE, 4-1/2" X 1/8" X 7/8"	\$,
2	12	EA	WHEEL, ABRASIVE, 5"X 1/4"X 7/8"	\$	
3	12	EA	WHEEL, ABRASIVE, 9" X 1/4" X 5/8"	\$	······································
4	12	EA	WHEEL, ABRASIVE, 1-1/4"X1-1/4"X1/4"X1-1/2"	\$	
5	24	EA	WHEELS, CUT-OFF, 20 X 1 X 1/8"	\$	
6	48	PG	STEEL-WOOL, PAD #000 FINE to #3 COARSE	\$	
7	240	EA	LUBRICANT, RUST PREVENTATIVE, AEROSOL CAN, 12 OZ	\$ \$	
8	12	CN	OIL, PENETRATING, NON-FLAMMABLE, 12 OZ CAN	\$	
9	6	EA	AXE, 2 ¼ LB, W/28" HANDLE	\$	
• 10	3	EA	AXE, CLEARING, W/36" STRAIGHT HANDLE	\$	· · · · · · · · · · · · · · · · · · ·
11	4	EA	DIE, PIPE THREAD, REED OSP, 1/2" THREAD, OR APPROVED EQUAL	\$	
12	4	EA	DIE, PIPE THREAD, REED OSP, 3/4" THREAD, OR APPROVED EQUAL	\$	

The quantities stated herein are estimates only of the City's requirements. The Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the Contract period at the unit price(s) quoted. Please bid all items in this section.

Bidder shall indicate on the line next to the description the manufacturer of the product offered. If more room is needed, bidder shall include such information on the backside of the attachment (include item number and manufacturer). Failure to include requested information may disqualify bid. See instructions on page <u>16</u> for alternate items.

	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	MANUFACTURER/ STOCK #
13	4	EA	DIE, PIPE THREAD, REED OSP, 1" THREAD, OR APPROVED EQUAL	\$	
14	2	SE	DIE, PIPE, RIDGID OOR, 3/4", OR APPROVED EQUAL	\$	
15	2	SE	DIE, PIPE, RIDGID OOR, 1", OR APPROVED EQUAL	\$	
16	300	EA	BLADE, HACKSAW, MOLY, 12-24,10/PK.	\$	
17	300	EA.	BLADE, HACKSAW, MOLY, 12-18,10/PK.	\$	

17	300	EA.	BLADE, HACKSAW, MOLY, 12-18,10/PK.	\$
18	10	EA	BLADE, SAW, F/D.I.& C.I. HOMELITE, 12". BLADE, CUTTING, FOR DUCTILE- IRON AND CA, OR APPROVED EQUAL	\$
19	10	EA	BLADE, SAW, F/D.I.& C.I. HOMELITE, 14", OR APROVED EQUAL	\$
20	10	EA	BLADE, SAW, F/MASONRY/CONCRETE, HOMELITE 12", OR APPROVED EQUAL	\$
21	10	EA	BLADE, SAW, DI PIPE, 14"X350MM CNTR, H/S 5490 RPM, 20MM ARBOR HOLE	\$
· 22	10	EA.	BLADE, SAW, DI PIPE, 14"X350MM CNTR, H/S 5490 RPM, 20MM ARBOR HOLE	\$

The quantities stated herein are estimates only of the City's requirements. The Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the Contract period at the unit price(s) guoted. **Please bid all items in this section.**

Bidder shall indicate on the line next to the description the manufacturer of the product offered. If more room is needed, bidder shall include such information on the backside of the attachment (include item number and manufacturer). Failure to include requested information may disqualify bld. See instructions on page <u>16</u> for alternate items.

	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	MANUFACTURER/ STOCK #
23	10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 6T, B&D #40100, OR APPROVED EQUAL	\$	
.24	10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 14T, B&D #40113, OR APPROVED EQUAL	\$	
25	. 10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 18T, B&D #40116, OR APPROVED EQUAL	\$	
26	3 72	EA	KNIFE, SCRAPER, W/ STIFF CHISEL BLADE, 3"	\$	
27	12	EA	CHISEL, COLD, 3/8 X 5-1/2	\$	· ·
28	3 12	EA	CHISEL, COLD, HAND, 7/8" X 8"	\$.	
29	48	EA	WHEEL, CUTTER, RIDGID E-5272, OR APPROVED EQUAL	\$	
30	48	EA	WHEEL, CUTTER, FOR RIDGID #3 & 4 CUTTER	\$	
31	1 36	EA	WHEEL, CUTTER, FOR HD RIDGID #6 CUTTER	\$	
32	2 36	BEA	WHEEL, CUTTER, FOR RIDGID 42A CUTTER	\$	
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\$

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WHEEL, CUTTER, REED OP2 FOR CUTTING PLASTIC TUBING

24 EA

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EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	MANUFACTURER/ STOCK #
48	EA	WHEEL, CUTTER, MODEL E1240, RIDGID PART #33165 FOR RIDGID, OR APPROVED EQUAL	\$	
3	EA	TOOL, FLARE, COPPER TUBE, HAMMER TYP, E-47, 3/4"	\$	
3	EA	TOOL, FLARE, COPPER TUBE, HAMMER TYP, E-52, 1"	\$	
3	EA	EXTRACTOR, PIPE, 1", PROTO #9529, OR APPROVED EQUAL	\$	
3	EA	EXTRACTOR, SCREW, EZY-OUT, #4, OR APPROVED EQUAL	\$	· · · · · · · · · · · · · · · · · · ·
3	EA	EXTRACTOR, SCREW, EZY-OUT #5, O APPROVED EQUAL	\$	
12	EA	HAMMER, MACHINIST, BALL PEIN, 8-OZ	\$	
12	EA	HAMMER, MACHINIST, BALL PEIN, 24-OZ	\$	
. 50	EA	HAMMER, BLACKSMITH, CROSS PEIN, 2#	\$	
60	EA	HAMMER, BLACKSMITH, CROSS PEIN, 2-1/2#	\$	
44 36 EA HAMMER, CLAW, RIPPING, 16-OZ		HAMMER, CLAW, RIPPING, 16-OZ	\$	
5 24	1 EA	HAMMER, SLEDGE, 8#, STRIKING/DRILLING, WITH FIBERGLASS HANDLE	\$	
	QTY. 48 3 3 3 3 3 3 3 12 12 50 60 30	48 EA 3 EA 40 EA 36 EA	QTY.48EAWHEEL, CUTTER, MODEL E1240, RIDGID PART #33165 FOR RIDGID, OR APPROVED EQUAL3EATOOL, FLARE, COPPER TUBE, HAMMER TYP, E-47, 3/4"3EATOOL, FLARE, COPPER TUBE, HAMMER TYP, E-52, 1"3EAEXTRACTOR, PIPE, 1", PROTO #9529, OR APPROVED EQUAL3EAEXTRACTOR, SCREW, EZY-OUT, #4, OR APPROVED EQUAL3EAEXTRACTOR, SCREW, EZY-OUT, #4, OR APPROVED EQUAL3EAEXTRACTOR, SCREW, EZY-OUT #5, O APPROVED EQUAL12EAHAMMER, MACHINIST, BALL PEIN, 8-OZ12EAHAMMER, MACHINIST, BALL PEIN, 24-OZ50EAHAMMER, BLACKSMITH, CROSS PEIN, 2#60EAHAMMER, CLAW, RIPPING, 16-OZ	QTY.48EAWHEEL, CUTTER, MODEL E1240, RIDGID PART #33165 FOR RIDGID, OR APPROVED EQUAL\$3EATOOL, FLARE, COPPER TUBE, HAMMER TYP, E-47, 3/4"\$3EATOOL, FLARE, COPPER TUBE, HAMMER TYP, E-62, 1"\$3EATOOL, FLARE, COPPER TUBE, HAMMER TYP, E-62, 1"\$3EAEXTRACTOR, PIPE, 1", PROTO #9529, OR APPROVED EQUAL\$3EAEXTRACTOR, SCREW, EZY-OUT, #4, OR APPROVED EQUAL\$3EAEXTRACTOR, SCREW, EZY-OUT, #4, OR APPROVED EQUAL\$3EAEXTRACTOR, SCREW, EZY-OUT #5, O APPROVED EQUAL\$12EAHAMMER, MACHINIST, BALL PEIN, 8-OZ\$12EAHAMMER, MACHINIST, BALL PEIN, 24-OZ\$50EAHAMMER, BLACKSMITH, CROSS PEIN, 2:1/2#\$60EAHAMMER, BLACKSMITH, CROSS PEIN, 2-1/2#\$36EAHAMMER, CLAW, RIPPING, 16-OZ\$

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ITEM	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	MANUFACTURER/ STOCK #
46	12	EA	HANDLE, PICK, RAILROAD, 36", WOOD	\$	T
47	300	EA	KNIFE, UTILITY, STANLEY #10-099, OR APPROVED EQUAL	\$	
48	100	BA	TWINE, CHALKLINE, 210-FT. BALL	\$	
49	48	EA	LEVEL, TORPEDO, MAGNETIC, 9"	\$	·····
5 0	. 24	EA	PUNCH, PRICK, 3/8"	\$	
51	48	EA	PLIER, DIAGONAL CUTTING, CRESCENT, 6"	\$	
52	288	EA	PLIERS, PUMP, TONGUE/GROOVE, 9-1/2", CHANNEL LOCK	\$	
53	48	EA	PLIERS, PUMP, KNIPEX-ALLIGATOR, 12", OR APPROVED EQUAL	\$	
54	288	EA	PLIERS, SLIP JOINT, 6", CHANNEL LOCK #546, OR APPROVED EQUAL	\$	·····
55	144	EA	PLIERS, SIDE CUTTING, 7", H.D., PLASTIC DIPPED HANDLE, CHANNEL LOCK #34, OR APPROVED EQUAL	\$	
56	96	EA	PLIERS, VISE GRIP, 7", OR APPROVED EQUAL	\$	
57	96	EA	PLIERS, VISE GRIP, 10"	\$	

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4 1	EST. QTY.	UNIT	DESCRIPTION	•	UNIT PRICE	MANUFACTURER/ STOCK #
			·			
58	288	EA	TAPE, MEASURING, STEEL, RULE, 16'		\$	
1 1				1		

59	350	EA	TAPE, MEASURING, RULE, 30'	\$	
60	48	EA	HACKSAW, FRAME	. \$	
61	288	EA	SHOVEL, ROUND POINT, RAZORBACK #R248, OR APPROVED EQUAL	\$	
62	.288	EA	SHOVEL, SQUARE POINT, RAZOR-BACK #S248, OR APPROVED EQUAL	\$	
63	144	EA	SCREWDRIVER, SLOTTED, 3"	\$	
64	144	EA	SCREWDRIVER, STANDARD, 4" BLADE	· \$	
65	144	EA	SCREWDRIVER, STANDARD, 6" BLADE	\$	· · · · · · · · · · · · · · · · · · ·
66	144	EA	SCREWDRIVER, STANDARD BLADE, 8"	\$	
67	144	EA	SCREWDRIVER, PHILLIPS 4" BLADE	\$	
68	144	EA	SCREWDRIVER, PHILLIPS 6" BLADE	\$	
69	24	EA	TROWEL, GARDEN, TRU-TEMPER TGC-20, OR APPROVED EQUAL	\$	

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TEM	est. Qty.	UNIT	DESCRIPTION		MANUFACTURER/ STOCK #
70	72	EA	WRENCH, ADJUSTABLE, BLACK, 6"	Is	<u> </u>
71	·	EA	WRENCH, ADJUSTABLE, BLACK, 8"		
				·	
72		EA	WRENCH, ADJUSTABLE, BLACK, 10"	\$	
73		EA	SOCKET, X-DEEP, 1-1/16", 1/2" DRIVE, 12-PT	\$	
74	24	EA	SOCKET, 1-1/16", 1/2" DRIVE, 12-PT	\$	
75	24	EA	SOCKET, X-DEEP, 11/16", 1/2" DRIVE, 12-PT	\$	
76	24	EA	RATCHET, 1/2" DRIVE, LENGTH - 10-1/4	\$	· ·
77	24	EA	RATCHET, 1/2" DRIVE, FLEX-HEAD	\$	
78	24	EA	WRENCH, COMBINATION, 1"	\$	
79	24	I EA	WRENCH, COMBINATION, 7/8*	\$	
80	24	4 EA	WRENCH, COMBINATION, 3/8"	\$	
81	2	4 EA	WRENCH, COMBINATION, 7/16"	\$	

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ITEM	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	MANUFACTURER/ STOCK #
82	24	EA	WRENCH, COMBINATION, 3/4"	\$	
83	24	EA	WRENCH, COMBINATION, 1-1/4*	\$	
84	24	EA	WRENCH, COMBINATION, 13/16"	\$	
85	24	EA	WRENCH, COMBINATION, 9/16"	\$	
86	96	EA	WRENCH, ONE HAND, REED #MW1-1/4, OR APPROVED EQUAL	\$	
87	12	EA	WRENCH, HYDRANT, SPANNER 5-HOLE	\$	
88	6	EA	WRENCH, PIPE, INTERNAL, 1/2"	\$	
89	72	EA	WRENCH, PIPE, OFFSET	\$	•
90	24	EA	WRENCH, PIPE, 6"	\$	
91	24	EA	WRENCH, PIPE, 8"	\$	
92	2 12	EA	WRENCH, PIPE, 14"	\$	
93	3 12	EA	WRENCH, PIPE, 24"	\$	

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	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	MANUFACTURER/ STOCK #
94	144	TII	GASKET, FORM-A, PERMATEX #2C, OR APPROVED EQUAL	\$	· · · · · · · · · · · · · · · · · · ·
95	100	FT	CHAIN, COIL PROOF, STEEL, ZINC PLATED, 1/4" - DOMESTIC	\$	
96	100	FT	CHAIN, COIL PROOF, STEEL, ZINC PLATED, 3/8" - DOMESTIC	\$	
97	50	FT	CHAIN, JACK, SINGLE, SIZE 10, BRT. STL.	\$	
98	50	FT	CHAIN, LOCK LINK, BRT. ZINC, SIZE 2/0	\$	
99	100	CL	ROPE, MANILA, 1/2" X 600'	\$	
100	20	EA	PAIL, WATER, GALVANIZED, HEAVY DUTY, 14-QT.	\$	
101	500	EA	PAIL, UTILITY, WHITE POLYETHYLENE, 5 GAL. PAIL	\$	· ·
102	6	EA	BROOM, MILL, WAREHOUSE, STANDARD	\$ 10	
103	6	EA	BROOM, PARLOR, DUSTLESS	\$	
104	180	EA	HANDLE, FLOOR BRUSH, 6', METAL THREAD	\$	
105	5 180	EA	BRACE, HANDLE, STREET BROOM	\$	

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ITEM	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	MANUFACTURER/ STOCK #
106	24	EA	BROOM, WHISK, 12" OVERALL	\$	
107	48	EA	BRUSH, WIRE, SHOE HANDLE	\$	
108	24	EA	BRUSH, COUNTER, FOXTAIL TYPE	\$	
109	12	EA	BRUSH, WIRE, RECTANGULAR 2-1/4" X 4-1/4" X 1-3/4" WOOD BLOCK	\$	· · ·
110	24	EA .	BRUSH, SCRUB, 8", MEDIUM LENGTH, STIFF FIBER	\$	
111	180	EA	BRUSH, 18", STREET, WOOD, SHORT FIBRE, W/HANDLE	\$	
112	2400	EA	CRAYONS, LUMBER, YELLOW, BX-12	\$	
113	150	RL	TAPE, DUCT, 2" X 60 YD, SILVER	\$	
114	24	RL	TAPE, MASKING, 3/4"	\$	
115	24	RL	TAPE, MASKING, 1"	\$	
116	120	RL	TAPE, MASKING, 2"	\$	
117	200	EA	SHACKLES, ANCHOR, SCREW PIN, 1/2*	\$	

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	JNIT DESCRIPTION	UNIT PRICE	MANUFACTURER/
QTY.			STOCK #

118	200	EA	SHACKLES, ANCHOR, SCREW PIN, 5/8"	\$
119	24	EA	ALLEN WRENCH SETS (FOLDING), 5/64" - 1/4"	\$
120	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 9/16"	\$
121	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 11/16"	\$
122	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 15/16"	\$ · · · ·
123	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 3/4"	\$

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EM	EST QTY	UNIT	DESCRIPTION	WWG#	WwgMfgname	Unit Price	COMMENTS Grinding Wheel, Diameter 4 1/2 Inches, Thickness 1/4 Inch, Arbor Hole 7/8 Inch, Maximum Speed 13,580 RPM, Depressed
	12	EA	WHEEL, ABRASIVE, 4-1/2" X 1/8" X 7/8"	6A076	NORTON	\$1.30	Center, Type 27, Aluminum Oxide Abrasive, For General Purpose and Ferrous Metals
	12	EA	WHEEL ABRASIVE, 5"X 1/4"X 7/8"	5A866	NORTON	\$2.06	Grinding Wheel, Diameter 5 Inches. Thickness 1/4 Inch. Arbor Hole 7/8 Inch, Maximum Speed 12,225 RPM. Depressed Center, Type 27, Aluminum Oxide Abrasive, For General Purpose and Ferrous Metals
	12	EA	WHEEL, ABRASIVE, 9" X 1/4" X 5/8"	5A869	NORTON	\$5.15	Grinding Wheel, Diameter 9 Inches, Thickness 1/4 Inch. Arbor Hole 5/8-11 Inches, Maximum Speed 6600 RPM, Depressed Center, Type 27, Aluminum Oxide Abrasive, For General Purpose and Ferrous Metals
	12	EA	WHEEL, ABRASIVE, 1-1/4"X1-1/4"X1/4"X1-1/2"	3DU69	MERIT	\$0.31	Grainger carries hundreds of abrasive wheels in all sizes and grit by multiple manufacturers.
,	24	EA	WHEELS, CUT-OFF, 20 X 1 X 1/8"	3VV70	NORTON	\$25.94	Grainger carries cut off wheels wheels in all sizes by Norton and Dewalt.
1	48	PG	STEEL-WOOL, PAD #000 FINE to #3 COARSE	1CH04	BRILLO	\$36.56	120 steel wool pads in a package
,	240	EA	LUBRICANT, RUST PREVENTATIVE, AEROSOL CAN, 12 OZ	2NV59	WD-40	\$4 .60	Container Size 16 oz Can. Size/Net Weight 12 oz. Penetrates, Lubricates, Protects, Cleans, Petroleum Distillate Base, Stops Squeaks, Frees Sticky Mechanisms, Loosens Rusted Parts, Drives Out Moisture
1	12	CN	OIL, PENETRATING, NON-FLAMMABLE, 12 OZ CAN		SPRAYON	\$5.00	Size 16 oz, Size/Net Weight 8.75 oz, Temp. Range 0 to 475 F. Flash Point 320 F, Specific Gravity 0.82 g/l, Dielectric Strength 39.000 Volts Per Mil, CO2 Propellant, Contains Synthetic PTFE, Non Flammable, Low HMIS Rating, Low Odor
)	6	EA	AXE, 2 ¹ /4 LB, W/28" HANDLE	2YU24		\$33.73	Handle Steel With Nylon Grip, Meets/Exceeds OSHA, Includes Leather Sheath
10	3	EA	AXE, CLEARING, W/36" STRAIGHT HANDLE	5ML22	WOODINGS-VERONA	\$15.92	Handle Hickory, Head Weight 3.5 Pounds, Handle Length 36 Inches
1	4	EA	DIE, PIPE THREAD, REED OSP, 1/2" THREAD, OR APPROVED EQUAL	4A509	RIDGID	\$34.35	Replacement Pipe Thread Die, NPT 1/2 Inch, Type Alloy, For all 11R/12R Die Heads, 4 Pieces, Right Hand
2	4	EA	DIE, PIPE THREAD, REED OSP, 3/4" THREAD, OR APPROVED EQUAL	4A510	RIDGID	\$34.36	Replacement Pipe Thread Die, NPT 3/4 Inch, Type Alloy, For all 11R/12R Die Heads, 4 Pieces, Right Hand
3	4	EA	DIE, PIPE THREAD, REED OSP, 1" THREAD, OR APPROVED EQUAL	4A511	RIDGID	\$40.78	Replacement Pipe Thread Die, NPT 1 Inch, Type Alloy, For all 11R/12R Die Heads, 4 Pieces, Right Hand
4	2	SE	DIE, PIPE, RIDGID OOR, 3/4", OR APPROVED EQUAL	4CW72	RIDGID	\$38.08	Replacement Pipe Thread Die, NPT 3/4 Inch, Type High Speed, For all 11R/12R Die Heads, 4 Pleces, Right Hand
5	2	SE	DIE, PIPE, RIDGID OOR, 1", OR APPROVED EQUAL	4CW73	RIDGID	\$45.21	Replacement Pipe Thread Die, NPT 1 Inch, Type High Speed, For all 11R/12R Die Heads, 4 Pieces, Right Hand
6	300	EA	BLADE, HACKSAW, MOLY, 12-24,10/PK.	4RA72		\$9.89	Hacksew Blade, Length 12 In, Teeth per Inch 24, Bi-Metal, Thickness 0.023 In, Width 1/2 In, Package 10
7	300	EA.	BLADE, HACKSAW, MOLY, 12-18,10/PK.	4RA71		\$ 9.90	Hacksaw Blade, Length 12 In, Teeth per Inch 18, Bi-Metal, Thickness 0.023 In, Width 1/2 In, Package 10
18	10	EA	BLADE, SAW, F/D.I.& C.I. HOMELITE, 12", BLADE, CUTTING, FOR DUCTILE- IRON AND CA, OR APPROVED EQUAL		DEWALT	\$3.71	Chop Saw Wheel, Type 1, Dia 12 In, Thickness 7/64 In, Arbor Hole 1 In, Max RPM 5095, Material Aluminum Oxide, Wheel Specifications A24R, For General Purpose Cutting Of Metals
9	10	EA			DEWALT	\$4.63	Chop Saw Wheel, Type 1, Dia 14 In, Thickness 7/64 In, Arbor Hole 1 In, Max RPM 4300, Material Aluminum Oxide, Wheel Specifications A24R, For Use With Stationary Cut Off Machine
20	10	EA	BLADE, SAW, F/MASONRY/CONCRETE, HOMELITE 12", OR APPROVED EQUAL	4WN16	MK DIAMOND PRODUCTS	\$75.75	Diamond Blade, Dry or Wet, Blade Type Segemented Rim, Blade Dia 12 In, Arbor Dia 1 In, Width 0.110 In, Plate Type High Alkoy Heat Treated Steel, Cutting Depth 4 In, Maximum RPM 5095, Masonry and Concrete
21	10	EA	BLADE, SAW, DI PIPE, 14"X350MM CNTR, H/S 5490 RPM, 20MM ARBOR HOLE	1 <u>EZ51</u>	DEWALT	\$92.94	Fine Finish/Crosscut Blade, 14 Inch Diameter, 100 Teeth, Carbide Tipped, 1 Inch Diameter Arbor
22	10	EA,	BLADE, SAW, DI PIPE, 14"X350MM CNTR, H/S 5490 RPM, 20MM ARBOR HOLE	<u>5</u> A940	NORTON	\$7.31	Cut Off Wheel, Diameter 14 Inches, Maximum Speed 5400 RPM, Width x Bore 1/8 Inch x 20 Millimeters, Application Metal, Specification High Speed Metal, Reinforced, High Speed
23	10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 6T, B&D #40100, OR APPROVED EQUAL	4TF52	DEWALT	\$ 7.93	(5 PER PACK) DEWALT, Recip Saw Blade, Teeth per Inch 6, Length 6 Inches, Application Wood Cutting, Type Taper Back
24	10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 14T, B&D #40113, OR APPROVED EQUAL	4TF60	DEWALT	\$5.40	(5 PER PACK) DEWALT, Recip Saw Blade, Teeth per Inch 14, Length 4 Inches, Application Thick Metal Cutting, Hard Rubber, Fiberglass, Angle fron, Type Straight Back
25	10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 18T, B&D #40116, OR APPROVED EQUAL	4TF64	DEWALT	\$ 5.40	(5 PER PACK) DEWALT. Recip Saw Blade. Teeth per Inch 18, Length 4 Inches, Application 1/8 Inch Medium Metal Cutting. Galvanized and Aluminum Pipe, Type Straight Back, Mild Steel,
26 _	72	EA	KNIFE, SCRAPER, W/ STIFF CHISEL BLADE, 3"	1ARX2	STANLEY	\$3.75	Wall Scraper, Blade Width 3 Inches, Handle Type Nylon, Stiff Blade
	12	EA	CHISEL, COLD. 3/B X 5-1/2	3R141		\$3.34	Cold Chisel, Tip Size 3/8 Inch, Hex 5/16 Inch, Length 5 3/8 Inches, For Metals Softer than Chisel

		i.	I	ı	I	1	1
8	12	EA	CHISEL, COLD, HAND, 7/8" X 8"	3R146	PROTO	\$8.43	Cold Chisel, Tip Size 7/8 Inch. Hex 23/32 Inch, Length 8 Inches, For Metals Softer than Chisel
9	48	EA	WHEEL, CUTTER, RIDGID E-5272, OR APPROVED EQUAL		RIDGID	\$11.70	Equal
0	48	EA	WHEEL, CUTTER, FOR RIDGID #3 & 4 CUTTER		RIDGID	\$11.15	Equal
1	36	EA	WHEEL, CUTTER, FOR HD RIDGID #6 CUTTER		RIDGID	\$20.04	Equal
2	36	EA	WHEEL, CUTTER, FOR RIDGID 42A CUTTER	4CW59	RIDGID	\$8.00	Pipe Cutter Wheel. 1/8 to 2, 3/4 to 2, 2 1/2 to 4 Inches Pipe Capacity, For Steel/Ductile Iron, Heavy Duty/4 Wheel Cutter
3	24	EA	WHEEL, CUTTER, REED OP2 FOR CUTTING PLASTIC TUBING	4CW66	RIDGID	\$ 5.73	Tubing Cutter Wheel
4	48	EA	WHEEL, CUTTER, MODEL E1240, RIDGID PART #33165 FOR RIDGID, OR APPROVED EQUAL	4CW64	RIDGID	\$5.36	Tubing Cutter Wheel for model E1240
5	3	EA	TOOL, FLARE, COPPER TUBE, HAMMER TYP, E-47, 3/4"		RIDGID	\$17.34	Equal
6	3	EA	TOOL, FLARE, COPPER TUBE, HAMMER TYP, E-52, 1"		RIDGID	\$21.84	Equal
7	3	EA	EXTRACTOR, PIPE, 1", PROTO #9529, OR APPROVED EQUAL	4R007	PROTO	\$14.53	PROTO #9529
8	3	EA	EXTRACTOR, SCREW, EZY-OUT, #4, OR APPROVED EQUAL	1U222	CHICAGO-LATROBE	\$2.38	Screw Extractor, Size #4, Drill Size 1/4 Inch, Large End Diameter 5/16 Inches, Small End Diameter 3/16 Inch, Taper Li Inch, Overall Length 3 Inches, For Removing Pipe 1/8 Inch, For Removing Screws 7/16 to 9/16 Inch
	3	EA	EXTRACTOR, SCREW, EZY-OUT #5, 0 APPROVED EQUAL	1U224	CHICAGO-LATROBE	\$2.98	Screw Extractor, Size #5, Drill Size 17/64 Inch, Large End Diameter 7/16 Inches, Small End Diameter 1/4 Inch, Taper L 1/2 Inches, Overall Length 3 3/8 Inches, For Removing Pipe 1/8 Inch, For Removing Screws 9/16 to 3/4 Inch
	12	EA	HAMMER, MACHINIST, BALL PEIN, 8-OZ	2A634	VAUGHAN	\$9.52	Ball Pein Hammer, Handle Type Hickory, Head Weight 8 Ounces, Face Smooth
			HAMMER, MACHINIST, BALL PEIN, 24-OZ	2A635			
.1	12	EA			VAUGHAN	\$11.00	Ball Pein Hammer, Handle Type Hickory, Head Weight 24 Ounces, Face Smooth Supersteel Blacksmith Hammer, Handle Type Smooth Hickory, Handle Length 15 1/2 Inches, Head Weight 40 Ounces
2	50	EA	HAMMER, BLACKSMITH. CROSS PEIN, 2#	5LL83	VAUGHAN	\$13.36	Smooth Face Supersteel Blacksmith Hammer, Handle Type Smooth Fiberglass, Handle Length 15 Inches, Head Weight 40 Ounces,
3	60	EA	HAMMER, BLACKSMITH, CROSS PEIN, 2-1/2#	5LL84	VAUGHAN	\$16.38	Face
4	36	EA	HAMMER, CLAW, RIPPING, 16-OZ	4YR60	WESTWARD	\$8.29	Wood Rip Hammer, Handle Type American Hickory, Handle Length 13 Inches, Head Weight 16 Ounces, Face Smooth Double Face Sledge Hammer, Handle Fiberglass With Overstrike Protection, Head Weight 8 lb, Overall Length 36 In, 1
5	24	EA	HAMMER, SLEDGE, 8#, STRIKING/DRILLING, WITH FIBERGLASS HANDLE	5ML03	NUPLA	\$16.80	Face
16	12	EA	HANDLE, PICK, RAILROAD. 36", WOOD	3MD46	NUPLA	\$13.57	Pick Handle, Handle Length 36 Inches, For Pick Mattock
17	300	EA	KNIFE, UTILITY, STANLEY #10-099, OR APPROVED EQUAL	4A803	STANLEY	\$3.33	Utility Knife Stanley #10-099, Number of Blades 3, Retractable, 3 Position
18	100	ВА	TWINE, CHALKLINE, 210-FT. BALL	5MD40	STRAIT-LINE	\$0.93	Replacement Line, 100 Feet, For Chalk Line Reels
19	48	EA	LEVEL, TORPEDO, MAGNETIC, 9"	6R121	STANLEY	\$ 5.31	Magnetic Torpedo Level, Aluminum, Length 9 In, Total Number of Vials 3, Number of Plumb Vials 2, Number of Level Vial Material Acrylic, Vial Type Barrel, Number of Magnets 1, Magnet Type Strip, Color Gray
50	24	EA	PUNCH, PRICK, 3/8"	3R109	PROTO	\$3.60	Prick Punch, Length 5 1/4 Inches, Hex 3/8 Inch
51	48	EA	PLIER, DIAGONAL CUTTING, CRESCENT, 6"	1PHN4	CRESCENT	\$10.54	Edge. Overall Length 6 In, Hardened and Tempered Carbon Steel, Handle Type Double Dipped Cushion Grip, Handle Red
52	288	EA	PLIERS, PUMP, TONGUE/GROOVE, 9-1/2", CHANNEL LOCK	4YU45	VISE-GRIP	\$6.78	Tongue And Groove Plier, Machined Jaws Jaw Type, Length 8 In, Max Jaw Opening 1 1/2 In, Characteristics Right An Teeth Grip In All Direction, Cushion Grip Handle, Black Oxide Finish, Material Nickel Chromium Steel,
53	48	EA	PLIERS, PUMP, KNIPEX-ALLIGATOR, 12", OR APPROVED EQUAL	5MK73	KNIPEX	\$26.84	Plier, Jaw Capacity 1/8-1 3/4 Inches, Length 12 Inches, Handle Ergonomic Grip, Self Gripping Jaw, High Leverage, Co Grips
54	288	EA	PLIERS, SLIP JOINT, 6", CHANNEL LOCK #546, OR APPROVED EQUAL		CHANNELLOCK	\$5.92	Slip Joint Plier, Length 6 Inches, With Cutter
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55	144	EA	PLIERS, SIDE CUTTING, 7", RD., PLASTIC DIPPED HANDLE, CHANNEL LOCK #34, OR APPROVED EQUAL	5MZ07	WESTWARD	\$5.15	Linesman Pliers, Length 7 Inches. Solid Joint, Vinyl Grip
56	96	EA	PLIERS, VISE GRIP, 7", OR APPROVED EQUAL	4JA64		\$9.79	Curved Jaw Locking Plier, Size 7 In, Jaw Tip 1/2 In, Thickness 1/2 In, Handle Nickel Chrome Plated, Jaw Capacity 0 to
57	96	EA	PLIERS, VISE GRIP, 10"	6C661	VISE-GRIP	\$9.19	Locking Pliers, Size 10 Inches, Jaw Adjustment 0-1 7/8 Inches, Jaw Tip 7/16 Inch, Thickness 7/16 Inch, Type Curved
58	288	EA	TAPE, MEASURING, STEEL, RULE, 16'		WESTWARD	\$3.61	Measuring Tape, Blade Length 16 Feet, Blade Width 3/4 Inch. Graduations Inch/Centimeters. Stud Markings

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59	350	EA	TAPE, MEASURING, RULE, 30'	5C567	STANLEY	\$14.28	Measuring Tape, Blade Length 30 Feet, Blade Width 1 Inch, Graduations Inch/Feet, Stud Markings, Belt Clip
60	48	EA	HACKSAW, FRAME	4RA66	LENOX	\$6.98	Hacksaw Frame, High Tension, Blade Length 12 in, Easy Adjusting, Handle Design Larger Space for Gloved Hands, Throat Depth 5 in, Length 15 in, Includes 1 Blade
61	288	EA	SHOVEL, ROUND POINT, RAZORBACK #R248, OR APPROVED EQUAL	1WG31	WESTWARD	\$14.78	Round Point Shovel, Handle Length 48 Inches, Blade Size 9 3/4 x 11 3/4 Inches, Handle Type Straight
62	288	EA	SHOVEL, SQUARE POINT, RAZOR-BACK #S248, OR APPROVED EQUAL	110/032	WESTWARD	\$15.44	SIMILAR ITEMS ON PAGE 879
63	144		SCREWDRIVER, SLOTTED, 3"		WESTWARD	\$1.43	Pocket Screwdriver, Slotted, Tip Size 1/8 In. Overall Length 5 1/2 In, Shank Length 3 In. Shank Shape Round, Shank Size 1/8 In. Double injection, Plastic Handle, Material Steel, Chrome Finish
64	144	EA	SCREWDRIVER, STANDARD, 4" BLADE	6C256	STANLEY	\$2,76	Slotted Screwdriver, Tip Size 1/4 Inches, Shank Length 4 Inches, Shank Size 1/4 Inches, Shank Shape Round, Plastic Handle
65	144	EA	SCREWDRIVER, STANDARD, 6" BLADE	5HM08		\$4.91	Slotted Screwdriver, Tip Size 5/16 In, Shank Length 6 In, Shank Shape Round, Shank Size 5/16 In, Tri Lobed, Bi Material Handle, Overail Length 10 5/16 In, Precision Machined Tip, Material Alloy Steel, Finish Chrome Plated
66	144	EA	SCREWDRIVER, STANDARD BLADE, 8"	5HM19	PROTO	\$7.01	Slotted Screwdriver, Tip Size 3/8 In, Shank Length 8 In, Shank Shape Square, Shank Size 3/8 In, Tri Lobed. Bi Material Handle, Overail Length 12 5/16 In, Precision Machined Tip, Material Alloy Steel, Finish Chrome Plated
67	144	EA	SCREWDRIVER, PHILLIPS 4" BLADE		BLACKHAWK	\$3.34	Phillips Screwdriver, Tip Size #2, Shank Length 4 In, Shank Shape Round, Shank Size 1/4 In, Fluted Yellow Plastic Handle, Overall Length 8 1/4 In, Material Alloy Steel, Finish Chrome Plated
68	144	EA	SCREWDRIVER, PHILLIPS 6" BLADE	4CB51	BLACKHAWK	\$3.97	Screwdriver Phillips Tip 3ptx6
69	24	EA	TROWEL, GARDEN, TRU-TEMPER TGC-20, OR APPROVED EQUAL	2WE73	AMES TRUE TEMPER	\$5.16	Garden Trowel, Hand, Drop Shank, Blade Width 3 In, Blade Length 7 In, Blade Material Stainless Steel, Blade Type Round Point, Handle Type Soft Ergo Grip, Handle Material Plastic/Foam/Gel, Handle Length 6 1/4 In
70	72	EA	WRENCH, ADJUSTABLE, BLACK, 6"		CRESCENT	\$8.67	Adjustable Wrench, Maximum Opening 15/16 Inch, Handle Type Regular, Length 6 Inches, Wide Capacity, Crescent without Cushion Grip, Black Phosphate Finish
71	72	EA	WRENCH, ADJUSTABLE, BLACK, 8"	6C176	CRESCENT	\$9.03	Adjustable Wrench, Maximum Opening 1 1/8 Inches, Handle Type Regular, Length 8 Inches, Wide Capacity, Crescent without Cushion Grip, Black Phosphate Finish
72	72	EA	WRENCH, ADJUSTABLE, BLACK, 10"		CRESCENT	\$11.51	Adjustable Wrench, Maximum Opening 1 5/16 Inches, Handle Type Regular, Length 10 Inches, Wide Capacity, Crescent without Cushion Grip, Black Phosphate Finish
73	12	EA	SOCKET, X-DEEP, 1-1/16". 1/2" DRIVE, 12-PT	3ZE67	BLACKHAWK	\$ 8.73	Socket, Deep, Drive Size 1/2 Inch, Size 1 1/16 Inch, Points 6
74	24	EA	SOCKET, 1-1/16", 1/2" DRIVE, 12-PT	5MV35	WESTWARD	\$2.00	Socket, Drive Size 1/2 Inch, Size 1 1/16 Inches, 12 Point, Polished Chrome Finish
75	24	EA	SOCKET, X-DEEP, 11/16", 1/2" DRIVE, 12-PT	3ZE61	BLACKHAWK	\$5.52	Socket, Drive Size 1/2 Inch, Size 1 1/16 Inches, 12 Point, Polished Chrome Finish
76	24	IEA	RATCHET, 1/2" DRIVE, LENGTH - 10-1/4	1AM18	PROTO	\$31.98	Reversible Pear Head Ratchet, Chrome, Length 10 Inches, Drive 1/2 Inch
77	24	EA	RATCHET, 1/2" DRIVE, FLEX-HEAD		PROTO	\$41.62	Flexible Head Ratchet, Drive Size 1/2 In, Length 13 In, 180 Deg Flexible Head, 4 Deg Angle, Speeder Ring, Polished Chrome Finish, Complies With Federal Specification GGC-W-641E, ANSI B107.10M,
78	24	EA	WRENCH, COMBINATION, 1"	5MR41	WESTWARD	\$6.48	Combo Wrench, Size 1 Inch, Length 13.46 Inches, Finish Satin, Chrome Plated
79	24	EA	WRENCH, COMBINATION, 7/8"	5MR39	WESTWARD	\$4.60	Combo Wrench, Size 7/8 Inch, Length 11.61 Inches, Finish Satin, Chrome Plated
80	24	EA	WRENCH, COMBINATION, 3/8"	5MR31	WESTWARD	\$2.05	Combo Wrench, Size 3/8 Inch, Length 5.51 Inches, Finish Satin, Chrome Plated
81	24	EA	WRENCH, COMBINATION, 7/16"	5MR32	WESTWARD	\$2.04	Combo Wrench, Size 7/16 Inch, Length 5.90 Inches, Finish Satin, Chrome Plated
82	24	EA	WRENCH, COMBINATION, 3/4"	5MR37	WESTWARD	\$3.56	Combo Wrench, Size 3/4 Inch, Length 9.76 Inches, Finish Satin, Chrome Plated
83	24	EA	WRENCH, COMBINATION, 1-1/4"	5MR44	WESTWARD	\$10.01	Combo Wrench, Size 1 1/4 Inches, Length 16.92 Inches, Finish Satin, Chrome Plated
84	24	EA	WRENCH, COMBINATION, 13/16"	5MR38	WESTWARD	\$3.82	Combo Wrench, Size 13/16 Inch, Length 10.90 Inches, Finish Satin, Chrome Plated
85	24	EA	WRENCH, COMBINATION, 9/16"	5MR34	WESTWARD	\$2.60	Combo Wrench, Size 9/16 Inch, Length 7.40 Inches, Finish Satin, Chrome Plated
86	96	EA	WRENCH, ONE HAND, REED #MW1-1/4, OR APPROVED EQUAL		REED	\$13.98	
87	12	EA	WRENCH, HYDRANT, SPANNER 5-HOLE	3LX25	MOON	\$21.69	Heavy Duty Adjustable Hydrant Wrench, Size 1 1/2 to 6 Inches, Universal, With Spanner, Malleable Iron
88	6	EA	WRENCH, PIPE, INTERNAL, 1/2"	1EZ15	RIDGID	\$49.78	Aluminum Offset Pipe Wrench, Length 14 Inches, Capacity 2 Inches
89	72	EA	WRENCH, PIPE, OFFSET	4CW45	RIDGID	\$67.77	Aluminum Offset Pipe Wrench, Pipe Capacity 2 1/2 Inches, Overall Length 18 Inches
90	24	EA	WRENCH, PIPE, 6"	3R411	PROTO	\$10.08	Pipe Wrench, Heavy Duty, Straight, Max Jaw Opening 3/4 In, Overall Length 6 In, Forged Steel Material, I Beam Handle, Full Floating Hook Jaw

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91	24	EA	WRENCH, PIPE, 8"	3LY96	WESTWARD	\$5.32	Pipe Wrench, Pipe Capacity 1 Inch, Overall Length 8 Inches. Cast Ductrie Iron
92	12	EA	WRENCH, PIPE, 14"	3LY99	WESTWARD	\$11 17	Pipe Wrench, Pipe Capacity 2 Inches, Overall Length 14 Inches, Cast Ductile Iron
93	12	EA	WRENCH, PIPE, 24"	4YR94	WESTWARD	\$24.35	Cast Iron Straight Pipe Wrench, Pipe Capacity 3 Inches, Overall Length 24 Inches
94	144	TU	GASKET, FORM-A, PERMATEX #2C, OR APPROVED EQUAL	1TDX2	LOCTITE	\$14.46	Instant Gasket, Can. 3.04 Oz, Black, Temp Range -75 to 450 F.Includes Nozzle
95	100	FT	CHAIN, COIL PROOF, STEEL, ZINC PLATED, 1/4" - DOMESTIC	42758	СМ	\$14 82	Grade 30 Proof Coil Steel Chain, Trade Size 1/4 Inch, Length 20 Feet, Working Load Limit 1300 Pounds, 3 System
96	100	FT	CHAIN, COIL PROOF, STEEL, ZINC PLATED, 3/8" - DOMESTIC	4Z760	СМ	\$25.72	Grade 30 Proof Coil Steel Chain, Trade Size 3/8 Inch, Length 20 Feet, Working Load Limit 2650 Pounds, 3 System
97	50	FT	CHAIN, JACK, SINGLE, SIZE 10. BRT, STL	1ATU9	NO BRAND NAME ASSIGNED	\$31.35	Jack Chain, Single Loop, Steel, Working Load Limit 43 Lb, Trade Size 10, Length 100 Ft, Nickel Finish
98	50	FT	CHAIN, LOCK LINK, BRT. ZINC, SIZE 2/0	1ATX8	NO BRAND NAME ASSIGNED	\$27.08	CHAIN, LOCK LINK, BRT. ZINC
99	100	сι	ROPE, MANILA, 1/2" X 600'	5UR27	NO BRAND NAME ASSIGNED	\$64.57	hree Strand Twisted Manila Rope, Rope Diameter 1/2 Inch, Length 600 Feet, Tensile Strength 2650 Pounds, Safe Working Load 199 Pounds, Package Configuration Coil
100	20	EA	PAIL, WATER, GALVANIZED, HEAVY DUTY, 14-QT.	6Y811	PLEWS-LUBRIMATIC	\$9.24	Garage Pail, 12 Quarts, Galvanized Sheet Metal
101	500	EA	PAIL, UTILITY, WHITE POLYETHYLENE, 5 GAL. PAIL	1EB37	VESTIL	\$4.98	Plastic Pail, Round, Color White, 11 7/8 In Dia x 15 3/16 In H, Polyethylene Material, Capacity 5.4 Gal, Pail Capacity 21 Qt
102	6		BROOM, MILL, WAREHOUSE, STANDARD		WEILER	\$6.13	PushBroom, Trim Length 4 Inches, Fill Type Brown Natural Palmyra, Block Size 24 Inches, For Medium and Heavy Duty Sweeping Applications, Block Type Hardwood
103	6	EA	BROOM, PARLOR, DUSTLESS	5W638	RUBBERMAID	\$4 .77	Synthetic Lobby Broom, Type Plastic, Trim Length 7 Inches, Sweep Face 7 7/8 Inches, Wood Handle, Polypropylene Bristles, Overall Length 35 Inches
104	180	EA	HANDLE, FLOOR BRUSH, 6', METAL THREAD	3H384	WEILER	\$2.88	Threaded Metal Tip Hardwood Handle, Length 5 Feet, Diameter 15/16 Inch, Tip Dimension 0.700 x 1 Inches, For Use with Brooms, Brushes, Squeegees
105	180	EA	BRACE, HANDLE, STREET BROOM	3U793	WEILER	\$1.50	Wide Legged Broom Brace, Heavy Duty, Rigid
106	24	EA	BROOM, WHISK, 12" OVERALL	3H386	ABCO PRODUCTS	\$1.83	Whisk Broom, Fill Palmetto, 7 1/2 Inches
107	48	EA	BRUSH, WIRE, SHOE HANDLE	1DU82	WEILER	\$1.04	Shoe Handle Scratch Brush, Steel Wire, Block Size 10 In, Brush Length 5 In, Brush Width 1 In, Number of Rows 4 x 16, Trim Length 1 In, Handle Type Wood
108	24	EA	BRUSH, COUNTER, FOXTAIL TYPE	30788	WEILER	\$2.14	Bench/Counter Brush, Brush Length 9 Inches, Fill Flagged Plastic, Handle Foam, Trim Length 2 1/8 Inches, Fine Sweeping
	12		BRUSH, WIRE, RECTANGULAR 2-1/4" X 4-1/4" X 1-3/4" WOOD BLOCK	22824	AMPCO	\$32.38	Flat Back Wire Brush, Non-Sparking, Non-Magnetic, Block Size 2 1/4 X 7 1/4 In, Block Type Wood, Fill Type Phosphorus Bronze, Brush Length 7 1/4 In, Brush Width 2 1/4 In, Number of Rows 6 X 19, Trim Length 1 3/4 In, Overail Length 7 1/4 In
	24		BRUSH, SCRUB, 8", MEDIUM LENGTH, STIFF FIBER		WEILER	\$1.54	Hand Held Iron Style Scrub Brush, Block Plastic, Fill White Nylon
111	180		BRUSH, 18", STREET, WOOD, SHORT FIBRE, WHANDLE	3A325	WEILER	\$7.40	Heavy Duty Street Broom, Trim Length 5 Inches, Fill Type Brown Synthetic, Block Size 16 Inches, For Coarse Sweeping Applications, Block Type Hardwood
						1	Yellow Lumber Crayon, Temperature Marking Range -50 to 150 Degrees Fahrenheit, For Rough or Smooth Surfaces,
112	2400	EA	CRAYONS, LUMBER, YELLOW, BX-12	5W542	MARKAL	\$7.26	Package 12 Utility Grade General Purpose Duct Tape, Width 2 Inches/48 Millimeters, Color Silver, Length 60 Yards, Adhesion 49 Ounces
113	150	RL	TAPE, DUCT, 2" X 60 YD, SILVER	5AD15		\$3.62	per Inch, Tensile Strength 23 Pounds/Inches, Performance Temperature 40 - 200 Degrees Fahrenheit, Thickness 10 Mils Masking Tape, Width 3/4 In/18 mm, Beige, Length 60 yds/ 55m, Adhesion 35 Oz/In, Tensile Strength 15Lbs/In, Thickness 5.5 141 Ocea
114	24	RL	TAPE, MASKING, 3/4"			\$0.64	Mil, Case Quantity 48 Rolls Masking Tape, Width 1 In/24 mm, Beige, Length 60 yds/ 55m, Adhesion 35 Oz/In, Tensile Strength 15Lbs/In, Thickness 5.5
115	24	RL	TAPE, MASKING, 1"	6BY18	INDUSTRIAL GRADE	\$0.85	Mil, Case Quantity 36 Rolls Masking Tape, Width 2 In/48 mm, Beige, Length 60 yds/ 55m, Adhesion 35 Oz/In, Tensile Strength 15Lbs/In, Thickness 5.5
116	120	RL	TAPE, MASKING, 2"	6BY20	INDUSTRIAL GRADE	\$1.67	Mil, Case Quantity 24 Rolls Anchor Shackle, Screw Pin Type, Working Load Limit 4000 Lb, Inside Width at Eyes 13/16 In, Pin or Bolt Dia 5/8 In, Body Size
	200	EA	SHACKLES, ANCHOR, SCREW PIN, 1/2"		NO BRAND NAME ASSIGNED	\$2.33	1/2 In, Forged Carbon Steel, Galvanized Finish, Complies with ASTM A 153 Standards Anchor Shackle, Screw Pin Type, Working Load Limit 6500 Lb, Inside Width at Eyes 1 1/16 In, Pin or Bolt Dia 3/4 In, Body Size
118	200	EA.	SHACKLES, ANCHOR, SCREW PIN, 5/8"	2XY25	NO BRAND NAME ASSIGNED	\$3.37	5/8 In, Forged Carbon Steel, Galvanized Finish, Complies with ASTM A 153 Standards Fold Up Hex Key Set, 9 Pieces, Arm Length 2.0 to 3.7 Inches, Handle Length 4.3 Inches, Included 5/64, 3/32, 7/64, 1/8, 9/64,
119	24	EA	ALLEN WRENCH SETS (FOLDING), 5/64" - 'A"	6X302	EKLIND	\$3.28	5/32, 3/16, 7/32, 1/4 Inch, Imperial
120	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 9/16"	5MW98	WESTWARD	\$5.81	Impact Socket, Size 9/16 Inch, Drive Size 1/2 Inch, 6 Point Deep, Black Oxide Finish
121	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 11/16"	1AW24	PROTO	\$3.96	Impact Socket, Size 11/16 Inch, Drive Size 1/2 Inch, Length 1 1/2 Inches, 6 Point Standard
122	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 15/16"	1AW28	PROTO	\$5.46	Impact Socket, Size 15/16 Inch, Drive Size 1/2 Inch, Length 1 3/4 Inches, 6 Point Standard

BID SECTION "B", POWER TOOLS CITY OF LONG BEACH - PA-00108

The quantities stated herein are estimates only of the City's requirements. The Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the Contract period at the unit price(s) quoted. Please bid all items in this section.

Bidder shall indicate on the line next to the description the manufacturer of the product offered. If more room is needed, bidder shall include such information on the backside of the attachment (include item number and manufacturer). Failure to include requested information may disqualify bid. See Instructions on page <u>16</u> for alternate items.

POWER TOOLS BRAND AND A STREET OF A

CONTRACTOR TO FURNISH POWER TOOLS AS LISTED IN CURRENT MANUFACTURER'S CATALOGS AND/OR PRICE LISTS FOR THE FOLLOWING: <u>MILWAUKEE</u> BRAND, OR APPROVED EQUAL, POWER TOOLS, INCLUDING, BUT NOT LIMITED TO, CORDLESS DRILLS, HAMMER DRILLS, SAWZALLS, ETC. AND ACCESSORIES, INCLUDING, BUT NOT LIMITED TO, 18 VOLT BATTERIES, ETC.

See CONTRACTOR TO FURNISH PARTS AS LISTED IN CURRENT MANUFACTURER'S CATALOGS AND/OR PRICE LISTS. Section B 10 % STATE PERCENTAGE DISCOUNT ALLOWED THE CITY: PRICE LIST NUMBER: CUTIENT Manufacturer. DATED: attachment APPLICABLE PRICE COLUMN: (ENCLOSE COPY) POWER TOOLS OTHER CONTRACTOR TO FURNISH POWER TOOLS AS LISTED IN CURRENT MANUFACTURER'S CATALOGS AND/OR PRICE LISTS FOR THE BRAND, OR APPROVED EQUAL, POWER TOOLS, INCLUDING, BUT NOT LIMITED TO, CORDLESS FOLLOWING: DRILLS, HAMMER DRILLS, SAWZALLS, ETC. AND ACCESSORIES, INCLUDING, BUT NOT LIMITED TO, 18 VOLT BATTERIES, ETC. CONTRACTOR TO FURNISH PARTS AS LISTED IN CURRENT MANUFACTURER'S CATALOGS AND/OR PRICE LISTS. STATE PERCENTAGE DISCOUNT ALLOWED THE CITY: DATED: PRICE LIST NUMBER: APPLICABLE PRICE COLUMN: (ENCLOSE COPY) NOTE: IF CATALOG AND/OR PRICE LIST IS AVAILABLE IN FORMAT OTHER THAN PRINT (I.E. CD, MICRO FICHE, INTERNET ACCESS) **BIDDER SHALL INDICATE MEDIA AVAILABLE:** 34 of 35

DISCOUNT

Hand and Power Tools Discount Program*: This Program offers the City of Long Beach the following discounts off of the manufacturer's current list price on select items except as otherwise provided:

DeWalt Tools:	48%
Milwaukee Tools	46% hold fil
Proto	55%
Stanley	52%
DeWalt Accessories	38%
Milwaukee Accessories	35%
Blackhawk	45%
Westward	60%

PAYMENT TERMS

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule. Discounts will be allowed for prompt payment as follows:

percent, 30 calendar days.					
Name and Address of Bidder: W.W. Grainger, Inc.	Signature of Person Authorized to Sign:				
Local Branch Address: 3090 E. Airport Way Phone No. 866-486-7865 Long Beach, CA 90806	Debra I. Ulin				
Date of Bid:	Please Type Signer's Name & Title:				
Due Date October 3, 2007	Debra S. Oler, Vice President, Sales				

BID ITEM(S) AVAILABLE FOR OTHER AGENCY "PIGGY-BACK" PROCUREMENT: ____ YES X NO

NOTE: Prospective sellers are referred to GENERAL CONDITIONS for terms and conditions of Inter-Agency Participation.



References

Long Beach Veterans Hospital Keith Didrickson-Purchasing 5901 East Seventh St. Long Beach CA, 90822 562-826-8000 ext. 2469

County of Los Angeles Alfredo De Luna Purchasing & Contracts Analyst I Purchasing Division Internal Services Department 1100 North Eastern Ave., RM G115 Los Angeles 90063 323-881-5152

City of Los Angeles Connie Espinoza-Purchasing 111 East 1st Street Los Angeles, CA 90013 213-928-9550

UCLA

Ty Haubrich Strategic Sourcing Manager Purchasing Department 10920 Wilshire Boulevard, Suite 650 Los Angeles, CA 90024 310-794-6015

Long Beach Unified School District 2201 E. Market Way Long Beach, CA 90805 Shannon Williams- Buyer 562-663-3010

Long Beach Transit 1963 E. Anaheim Street Long Beach, CA 90801 John Carlson- Facilities Supervisor 562-591-8550



100 Grainger Parkway Lake Forest, IL 60045-5201 Tel: 847.535.1000 Fax: 847.535.9243 www.grainger.com

October 2, 2007

Karie Webber Buyer City of Long Beach 333 West Ocean Boulevard/Plaza Level Long Beach, California 90802

Re: Letter of Clarification Invitation to Bid: Provide Miscellaneous Hand and Power Tools Bid Number: PA - 00108 Due Date: October 3, 2007

Dear Karie Webber:

W.W. Grainger, Inc., ("Grainger") appreciates the opportunity to respond to the City's Invitation to Bid. As you know, Grainger is a wholesale distributor of maintenance, repair, and operating supplies such as the tools requested by the City.

Grainger takes its contract compliance and customer satisfaction seriously. To that end, Grainger respectfully requests the opportunity to clarify some of the terms of the enclosed offer and notwithstanding any terms and conditions to the contrary contained with in the City's Invitation to Bid, Grainger's acceptance of a bid award is conditioned upon the City's agreement to the following conditions as described below unless otherwise negotiated.

Contract: General Conditions

1. Please note that notwithstanding any terms or conditions to the contrary contained within this Invitation to Bid form, in the event that the City should choose to award *Bid Section B, Power Tools*, to our Company the terms of this Letter of Clarification must be incorporated in to the final contract.

4. Please note that due to the repeated nature of the orders for this type of equipment, Grainger's standard practice with the City has been to verbally inform the City employee who ordered the product of the delay instead of in writing. We have not had any indications of dissatisfaction with this process in the past. If a change in practice is needed, please contact me immediately.

6. At the end of line 2. please add the underlined: "...for the purpose intended by the manufacturer" and delete "merchantable".

13. Please delete this section as we cannot implement this request.

27. Appendix A referenced in this section was not included with the bid. Since it was not included, we do not anticipate that the requirements of this section apply to sales of product by Grainger. However, in the event that the City believes that it does apply, please contact me prior to award so we can evaluate whether our company can comply with Appendix A.

Supplemental Provisions

Contract Period: Please delete the second paragraph. If this paragraph remains, we cannot offer the Section B discount.

Future Amendments: It is our understanding that if any amendments to the terms of this agreement were to affect our Company's responsibilities under the contract, the City would allow Grainger the right of approval to ensure our ability to comply prior to continuing the contract. If this is incorrect, please contact me immediately.

References and Qualifications Requirements: 2. Work History: This information is company confidential. Grainger does not disclose which customers have contracts with Grainger without their advance permission. We will handle the City's contracts in the same manner.

Specification Section

Alternates or Exceptions: Grainger has provided product descriptions which will hopefully allow the City to make informed decisions pertaining to alternates. Of course, we understand that not all applications can be properly assessed at this time. In the event that an alternate does not prove suitable, we will work with the City to supply an alternate which meets the needs of the City. We cannot agree, prior to understanding which particular products are required, to provide replacements at the same price but we anticipate that we can reach a price mutually acceptable to both parties.

Additional Work/Miscellaneous Items: We anticipate that the City expects City employees, not our company, to monitor the \$500 limit for miscellaneous items. If this is incorrect, please contact me immediately.

Pricing: In the first paragraph, please revise as follows:

- Please revise the third sentence to read as follows: "Bid Section A, Hand Tools unit pricing shall remain firm for the duration of the Contract."
- Please also add the following to the first paragraph:
 - "Bid Section B, Power Tools will receive a discount from the manufacturer price list. Manufacturer price lists are updated periodically throughout the year and as a result, the individual prices are subject to change without notice and in all cases are those in effect at time of purchase. The discounts offered in this bid are firm for the term of the contract."

Section A, Hand Tools

A few of the products requested in this Section A, are not carried in the Grainger catalog and will be provided through our Grainger Sourcing division. These products are identified in the bid. Please note that these products require a special code number at time of order to ensure they are invoiced at the correct price. Please contact me directly for any purchases of these sourced products. Also, as a result of being sourced directly from the manufacturer, different terms and conditions apply to the purchase of these products. They are described in the Grainger Sourcing Terms and Conditions attached to this letter.

Thank you for the opportunity to participate in this bid. If any of these clarifications are not satisfactory, please contact me. We certainly do not want to be considered non-responsive and we will work to accommodate any concerns the City may have with our offer. My phone number is ------

Sincerely,

Erica Victorson Government Account Manager

Grainger Sourcing Terms and Conditions Additional Terms and Conditions for Sourced Product

Sourcing Services

Seller will source products not available through the Grainger General Catalog. Some products may require addition lead time for delivery.

Pricing

Discounts do not apply to Sourced purchases.

Warranty

SELLER'S STANDARD WARRANTY DOES NOT APPLY TO SOURCED ITEMS. SELLER, TO THE FULLEST EXTENT PERMITTED, PASSES THROUGH TO CUSTOMER ANY AND ALL MANUFACTURER AND SUPPLIER PRODUCT WARRANTIES.

Warranty Disclaimer

SELLER'S WARRANTY DISCLAIMER AND LIMITATION OF LIABLITY APPLY TO SOURCED PRODUCTS.

WARRANTY DISCLAIMER. GRAINGER SHALL HAVE NO LIABILITY FOR, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION (I) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (II) ANY WARRANTY OR AFFIRMATION OF FACT RELATED TO MISUSE, IMPROPER SELECTION, RECOMMENDATION, OR MISAPPLICATION OF ANY PRODUCT; AND (III) ANY WARRANTY OR AFFIRMATION OF FACT THAT THE CATALOGS, LITERATURE AND WEBSITES IT PROVIDES ACCURATELY ILLUSTRATE AND DESCRIBE PRODUCTS.

LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED. GRAINGER'S LIABILITY IN ALL EVENTS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY. GRAINGER'S PAYMENT OF SUCH AMOUNT SHALL BE THE FINAL AND EXCLUSIVE REMEDY IN THE EXHAUSTION OR UNAVAILABILITY OF ANY OTHER REMEDY SPECIFIED HEREIN AND SHALL NOT BE CONSTRUED OR ALLEGED BY CUSTOMER TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Returns

A RGA (Returned Goods Authorization) must be issued by Seller prior to returning sourced products; the RGA is good for 30 days after issuance. Returns will be sent directly to the sourced supplier, and <u>not</u> to a Grainger location, unless otherwise instructed in the RGA. Returned sourced products may incur a restocking fee of 35% of product sell price, freight prepaid and added, unless shipment was the result of Seller or manufacturer error.