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

Rev 06/26/07

CONTRACT NO.

30404

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.

AMOUNT TO BE PAID:
 The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION: When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT:	CITY STATE	ON THE	ZOLII DA	YOF <u>se</u>	bremper	<u> </u>
	B & B Supply			95_3	723480	•
COMPANY NAME:	B & B Suppry		TIN:			
STREET ADDRESS:	1845 W. Anaheim Starry	Long	Beach	(F	STATE: Ca	ZIP: 90813
PHONE:	562/432-7904	FAX:	562/432	-6335		
5 Carte	en Moralanous	<u>iL</u>	Pres.			
Kath	eryn J. Smolanovich		bandbs	-	mue) aol.com	
si lite	(PRONT HATE)		V. P	(EMAI	L ADDRESS)	
Pete	(SGNATURE) Smolan		bandbs	,	aol.com	
	(PRINT NAME)			(EMAI	L ADDRESS)	
	ATURES MUST BE NOTARIZED FOR ALL (JT-OF-STATE BID WILL BE CONSIDERED (NOTARIES ARE NOT REQ	JNLE88 A N	OTARIAL ACKN	OWLEDGME		
IN WITNESS WHEREOF the of the date stated below.	e City of Long Beach has caused this contract to be e	executed as req	julred by law as	APPROVED A		12/10,2007.
THE CITY OF LONG BEACH	, <u> </u>			ROBERT E. SH CITY ATTORNI		•
BY Sonice	of Francial Management	2 11 Date	רט:	Sew	a Conway	
	ALLEGICAN CONTRACTOR	, open				

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 sub	mitted regarding the Bidde	er:	
Legal Form of Bidder.			
Corporation	State of <u>Ca</u>		
Partnership	State of	•	
General	Limited	•	
Joint Venture		,	
Individual	DBA		
Limited Liability Company	State of		
Composition of Ownership (more the Ethnic (Check one):	han 51% of ownership of the		
Black	Asian	Other Non-white	
Hispanic	American Indian	Caucasian X	
Non-ethnic Factors of Own	nership (check all that apply):		
Male	Yes - Physically Challeng		
Female X	No - Physically Challeng	ged Over 65	
Is the firm certified as a Disadvanta	aged Business: Yes	No X	
Has firm previously been certified a	is a minority-owned and/or w	oman-owned business enterprise by any other agency?	
Yes	No x		
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

- 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.

BID NUMBER PA-00108 CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of	
County of	·
	ore me,
DATE	NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"
Personally appeared	ANALYSIA OF SIGNESIAL
	NAME(S) OF SIGNER(S)
personally known to me - OR -	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
	acted, executed the instrument.
	WITNESS my hand and official seal.
	SIGNATURE OF NOTARY
	OPTIONAL -
	rove valuable to persons relying on the document and could prevent fraudulent reattachment of
this form.	
CAPACITY CLAIMED BY SIG	INER DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER	
	TITLE OR TYPE OF DOCUMENT
TITLE(S) PARTNER(S) LIMITED	
GENERA ATTORNEY-IN-FACT	NUMBER OF PAGES
☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR	
OTHER:	
- :	DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES):	
	SIGNER(S) OTHER THAN NAMED ABOVE
•	

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of 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 per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hail, 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 http://www.longbeach.gov/diversity for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

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

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

Company Name:	
Address:	
Commodity/Service Provided:	

Black Hispanic Asian	{	nership: (more than 51% American Indian Other Non-white Caucasian	` ((}	
Certified by:					

committee declaration: MRE W/RE

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. Fallure 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: TIME: Wednesday, October 3, 2007

11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

KARIE WEBBER 562-570-6200
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

DEPARTMENT CONTACT

TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

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

It is our policy <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.

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

PAR			EXPRESS BID, WOULD		
•	YES	x	1	NO	

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

18. AMERICANS WITH DISABILITIES ACT:

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

- 1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
- 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 falls 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.

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

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

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact 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 fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
- 29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT: Responses to this invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

- 30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:
 - A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
 - B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
 - C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection 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 Genéral Aggregate for bodliy injury, personal injury and property damage, including products and completed operations coverage.
 - The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.
 - (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

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

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

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

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

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

Manager.

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

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

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

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

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

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 www.longbeach.gov/purchasing 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.

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) ye expiration of this Contract, at the option of the City, in accordance your bid.	
Price increase shall not exceed5_% during first renewal.	
Price increase shall not exceed5_% during second renewal.	

SUPPLEMENTAL PROVISIONS

REFERENCES AND QUALIFICATION REQUIREMENTS

Competency of Contractors: 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.: BU05062780 (Required upon notification of award)

PRIMARY CONTACT:

SUPPLEMENTAL PROVISIONS REFERENCES AND QUALIFICATION REQUIREMENTS (continued)

5. **Contact Information:** The Contractor shall provide contact information under emergency and non-emergency conditions:

NAME:	Pete Smolan	
TITLE:	V.P	
ADDRESS:	1845 W. Anaheim St.	Long Beach, Ca 90813
OFFICE PHONE:	562/432-7904	
FAX:	562/432-6335	,
CELL:	714/397-1801	
EMAIL:	bandbsupply@aol.com	
SECONDARY	Y CONTACT:	
NAME:	Chad Smolan	
TITLE:	V.P	·
ADDRESS:	1845 W. Anaheim St.	Long Beach, Ca 90813
OFFICE PHONE:	562/432-7904	·
FAX:	562/432-6335	
CELL:	562/477-7511	·
EMAIL:	bandbsupply@aol.com	
EMERGENCY	CONTACT (24/7):	
NAME: _	Pete Smolan	
TITLE: _	V.P	
CELL:	714/397-1801	

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 hav	e "Will (Call" capa	bilities?	YES.	х	_ NO _			
MISCELLA	NEOUS	HAND A	AND PO	WER T	OOLS L	OCATIO	<u>NC</u>		
	the City				-		nore than a 601 San Fra		•
Distribution Service Yar		is locate	∋d	1	miles fro	om the	City of Lon	g Beach	Public
Address of I	Distribu	tion Cente	er:				•		
	1845	. Anah	eim St	Lor	ng Bead	ch, Ca	90813		

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.

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.

<u>ADDITIONAL WORK/MISCELLANEOUS ITEMS</u>

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.

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.

<u>VALIDITY</u>

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.

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
 - 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
 - iii. 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.

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.

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 invoices.

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 Bivd., 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	x	NO	
1 EQ		INO	

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 bld 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 16 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"

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.

PAYMENT TE	RMS:	net % 30 DAYS
than two days	after	Calendar days after receipt of order (if time shown is more receipt of order, the bid may be rejected).
WILL CALL: _ (4) hours after	2 r recei	Hours after receipt of order (if time shown is more than four pt 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.

ITEM	EST. QTY.	UNIT	DESCRIPTION	:	UNIT PRICE	MANUFACTURER/ STOCK#
		-				
. 1	12	EA .	WHEEL, ABRASIVE, 4-1/2" X 1/8" X 7/8"	Carborundum	1.05	Carborundum 02838
. 2	12	EA	WHEEL, ABRASIVE, 5"X 1/4"X 7/8"	Carborundum	1.74	Carborundum 02846
3	12	EA	WHEEL, ABRASIVE, 9" X 1/4" X 5/8"	Carborundum	\$ 4.13	Carborundum 02858
4	12	EA	WHEEL, ABRASIVE, 1-1/4"X1-1/4"X1/4"X1-1/2"	Carborundum	\$ 1.12	Carborundum 07093
5	24	EA	WHEELS, CUT-OFF, 20 X 1 X 1/8"	Pearl	12.85	Pearl CW201GT
6	48	PG	STEEL-WOOL, PAD #000 FINE to #3 COARSE	Mission	\$ 2.93	Mission ASW
7	240	EA	LUBRICANT, RUST PREVENTATIVE, AEROSOL CAN, 1	2 OZ Spray-On	2.61	Spray-On 0711
8	3 12	CN	OIL, PENETRATING, NON-FLAMMABLE, 12 OZ CAN	LiquidWrench	\$ 1.59	LiquidWrench
	9 6	EA	AXE, 2 1/4 LB, W/28" HANDLE	Ames	\$ 13.98	Ames 1188700
10	3	EA	AXE, CLEARING, W/36" STRAIGHT HANDLE	Ames	\$ 24.95	Ames 1188800
1	1 4	EA	DIE, PIPE THREAD, REED OSP, 1/2" THREAD, OR APP	PROVED EQUAL Reed	\$ 29.50	Reed 05406
1:	2 4	EA	DIE, PIPE THREAD, REED OSP, 3/4" THREAD, OR APP	PROVED EQUAL Reed	\$ 29.50	Reed 05408

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.

ITEM	EST. QTY.	UNIT	DESCRIPTION		UNIT PRICE	MANUFACTURER/ STOCK #
				•		
13	4	EA	DIE, PIPE THREAD, REED OSP, 1" THREAD, OR APPRO	VED EQUAL Reed	\$ 29.50	Reed 05410
14		SE	DIE, PIPE, RIDGID OOR, 3/4", OR APPROVED EQUAL	Ridgid	\$ 32.62	Ridgid 37830
15	2	SE	DIE, PIPE, RIDGID OOR, 1", OR APPROVED EQUAL	Ridgid	\$ 38.10	Ridgid 37835
16	300	EA	BLADE, HACKSAW, MOLY, 12-24,10/PK.	Nicholson	1.16	Nicholson 62749
17	300	EA.	BLADE, HACKSAW, MOLY, 12-18,10/PK.	Nicholson	1.16	Nicholson 62723
18	10	EA	BLADE, SAW, F/D.I.& C.I. HOMELITE, 12". BLADE, CUTT	ING, FOR DUCTILE-	\$	DeWalt
			IRON AND CA, OR APPROVED EQUAL	DeWalt	88.48	DW7737
19		EA	BLADE, SAW, F/D.I.& C.I. HOMELITE, 14", OR APROVED	DeWalt	\$ 115.95	DeWalt DW7747
20	10	EA	BLADE, SAW, F/MASONRY/CONCRETE, HOMELITE 12", EQUAL	OR APPROVED DeWalt	7.03	DeWalt DW8008
21	10	EA	BLADE, SAW, DI PIPE, 14"X350MM CNTR, H/S 5490 RPM	I, 20MM ARBOR	s	Carborundum
			HOLE	Carborundum	1 '	65126
22	10	EA.	BLADE, SAW, DI PIPE, 14"X350MM CNTR, H/S 5490 RPM	A, 20MM ARBOR	\$	Carborundum '
			HOLE	Carborundum	6.29	65126.

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.

ITEM	EST. QTY.	UNIT	DESCRIPTION		UNIT PRICE	MANUFACTURER/ STOCK#
23	10	EΑ	BLADE, SAW, F/PNEU.RECIP.SAW, 6T, B&D #40100, OF	R APPROVED	\$	DeWalt
			EQUAL	DeWalt	1.69	4802
.24	10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 14T, B&D #40113, C EQUAL	PRAPPROVED DeWalt	1.58	DeWalt 4808
25	. 10	EA	BLADE, SAW, F/PNEU.RECIP.SAW, 18T, B&D #40116, C EQUAL	DEWalt	1.58	DeWalt 4811
26	72	EA	KNIFE, SCRAPER, W/ STIFF CHISEL BLADE, 3"	Red Devil	\$ 3.39	Red Devil 4209
27	12	EA	CHISEL, COLD, 3/8 X 5-1/2	Wilton	\$ 2.14	Wilton 32503
28	12	EA	CHISEL, COLD, HAND, 7/8" X 8"	Wilton	4.25	Wilton 32507
29		EA	WHEEL, CUTTER, RIDGID E-5272, OR APPROVED EQU	JAL Ridgid	7.25	Ridgid 33195
30	48	EA	WHEEL, CUTTER, FOR RIDGID #3 & 4 CUTTER	Ridgid	\$ 9.48	Ridgid 33120
31	36	EA	WHEEL, CUTTER, FOR HD RIDGID #6 CUTTER	Ridgid	\$ 12.78	Ridgid 33145
32	36	EA	WHEEL, CUTTER, FOR RIDGID 42A CUTTER	Ridgid	\$ 7.15	Ridgid 33105
33	3 24	EA	WHEEL, CUTTER, REED OP2 FOR CUTTING PLASTIC	TUBING Reed	8.50	· Reed 04180

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.

ITEM	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	MANUFACTURER/ STOCK #
34	48	EA	WHEEL, CUTTER, MODEL E1240, RIDGID PART #33165 FOR RIDGID, OR APPROVED EQUAL Ridgid	4.84	Ridgid 33165
35	3	EA .	TOOL, FLARE, COPPER TUBE, HAMMER TYP, E-47, 3/4" Ridgid	\$ 10.78	Ridgid 41330
36	3	EA	TOOL, FLARE, COPPER TUBE, HAMMER TYP, E-52, 1" Ridgid	13.50	Ridgid 41335
37	3	EA	EXTRACTOR, PIPE, 1", PROTO #9529, OR APPROVED EQUAL Proto	16.31	Proto 9529
38	3	EA	EXTRACTOR, SCREW, EZY-OUT, #4, OR APPROVED EQUAL EZY-OUT	\$ 2.71	EZY OUT CVL53654B
39	3	EA	EXTRACTOR, SCREW, EZY-OUT #5, O APPROVED EQUAL EZY-OUT	\$ 3.50	EZY-OUT CVL53655B
40	12	EA	HAMMER, MACHINIST, BALL PEIN, 8-OZ Vaughan	\$ 6.72	Vaughan 153-30
41	12	EA	HAMMER, MACHINIST, BALL PEIN, 24-OZ Vaughan	\$ 9.68	Vaughan 157-30
42	50	EA	HAMMER, BLACKSMITH, CROSS PEIN, 2# Ames	\$ 6.30	Ames 119600
43	60	EA	HAMMER, BLACKSMITH, CROSS PEIN, 2-1/2# Ames	\$ 7.70	Ames 119670
44	1 36	EA	HAMMER, CLAW, RIPPING, 16-OZ Vaughan	\$ 5.45	Vaughan DD16R
4	5 24	EA	HAMMER, SLEDGE, 8#, STRIKING/DRILLING, WITH FIBERGLASS HANDLI Ames	19.50	Ames 119880

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.

	EST. QTY.	UNIT	DESCRIPTION	•	UNIT PRICE	MANUFACTURER/ STOCK #
•			•	• :		
46		EA	HANDLE, PICK, RAILROAD, 36", WOOD	Vaughan	5.40	Vaughan 683-65
-47			KNIFE, UTILITY, STANLEY #10-099, OR APPROVED	EQUAL Stanley	2.80	Stanley 10-099
48			TWINE, CHALKLINE, 210-FT. BALL	CWC	1.48	CWC 135061
49		EA	LEVEL, TORPEDO, MAGNETIC, 9"	Johnson	\$ 2.63	Johnson 7500M
50	. 24	EA	PUNCH, PRICK, 3/8"	Wilton	\$ 2.08	Wilton 34802
51	48	EA	PLIER, DIAGONAL CUTTING, CRESCENT, 6"	Crescent	\$ 7.65	Crescent 9336N
52	288	EA	PLIERS, PUMP, TONGUE/GROOVE, 9-1/2", CHANNE	LL OCK Channellock	\$ 7.98	Channellock 420
53	48	EA	PLIERS, PUMP, KNIPEX-ALLIGATOR, 12", OR APPR	OVED EQUAL Knipex	\$ 22.49	Knipex KNI8801300
54	288	EA	PLIERS, SLIP JOINT, 6", CHANNEL LOCK #546, OR	APPROVED EQUAL Channellock	7.41	Channellock 546
55	144	EA	PLIERS, SIDE CUTTING, 7", H.D., PLASTIC DIPPED LOCK #34, OR APPROVED EQUAL	HANDLE, CHANNEL Channellock	13.54	Channellock 347
56		EA	PLIERS, VISE GRIP, 7", OR APPROVED EQUAL	Vise Grip	\$ 8.04	Vise Grip 7R
57	96	EA	PLIERS, VISE GRIP, 10"	Vise Grip	\$ 8.28	Vise Grip 10R

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	EST. QTY.	UNIT	DESCRIPTION		UNIT PRICE	MANUFACTURER/ STOCK #
					•	
58	288	EA	TAPE, MEASURING, STEEL, RULE, 16'	Pro-Edge	\$ 3.55	Pro-Edge 0016
59	350	EA	TAPE, MEASURING, RULE, 30'	Pro-Edge	6.98	Pro-Edge 0030
60	48	EA	HACKSAW, FRAME	Nicholson	\$ 6.22	Nicholson 80951
61			SHOVEL, ROUND POINT, RAZORBACK #R248, OR A	Razorback	\$ 13.95	Razorback R248
62			SHOVEL, SQUARE POINT, RAZOR-BACK #S248, OR	APPROVED EQUAL Razorback	\$ 14.15	Razorback S248
63	144	EA	SCREWDRIVER, SLOTTED, 3"	Pratt-Reid	\$ 1.69	Pratt Reid 73903
64	144	EA	SCREWDRIVER, STANDARD, 4" BLADE	Pratt-Reid	1.98	Pratt Reid 73904
65	144	EA	SCREWDRIVER, STANDARD, 6" BLADE	Pratt-Reid	\$ 2. 59	Pratt Reid 73906
66	144	EA	SCREWDRIVER, STANDARD BLADE, 8"	Pratt-Reid	\$ 3,33	Pratt Reid 73908
67	144	EA	SCREWDRIVER, PHILLIPS 4" BLADE	Pratt-Reid	\$ 2.55	Pratt Reid 74304
68	144	EA	SCREWDRIVER, PHILLIPS 6" BLADE	Pratt-Reid	\$ 3.24	Pratt Reid 74305
69	24	EA	TROWEL, GARDEN, TRU-TEMPER TGC-20, OR APP	ROVED EQUAL Ames	3.60	Ames 1983500

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	EST. QTY.	UNIT	DESCRIPTION		UNIT PRICE	MANUFACTURER/ STOCK #
70	72	EA	WRENCH, ADJUSTABLE, BLACK, 6"	:	le .	
	·			Williams	4.32	Williams 13606
71	72	EA	WRENCH, ADJUSTABLE, BLACK, 8"	Williams	\$ 5.18	Williams 13608
72		EA	WRENCH, ADJUSTABLE, BLACK, 10"	Williams	6.23	Williams 13610
73		EA	SOCKET, X-DEEP, 1-1/16", 1/2" DRIVE, 12-PT	Williams	\$ 4.25	Williams 32434
74		EA	SOCKET, 1-1/16", 1/2" DRIVE, 12-PT	Williams	\$ 2.69	∪Williams 32234
75		EA	SOCKET, X-DEEP, 11/16", 1/2" DRIVE, 12-PT	Williams	\$ 3.30	Williams 32422
76		EA	RATCHET, 1/2" DRIVE, LENGTH - 10-1/4	Williams	\$ 18.85	Williams 32001
77	1	EA	RATCHET, 1/2" DRIVE, FLEX-HEAD	Williams	\$ 31.10	Williams S52EHF
78	<u>l _</u>	EA	WRENCH, COMBINATION, 1"	Williams	\$ 7.85	Williams
78		EA	WRENCH, COMBINATION, 7/8"	Williams	\$ 6.14	Williams 11128
80		EA	WRENCH, COMBINATION, 3/8"	Williams	\$ 2.95	Williams 11112
81	24	EA	WRENCH, COMBINATION, 7/16"	Williams	. \$ 3.11	Williams 11114

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ITEM	EST. QTY.	UNIT	DESCRIPTION		UNIT PRICE	MANUFACTURER/ STOCK#
82	. 24	EA	WRENCH, COMBINATION, 3/4"	:	\$	Williams
				Williams	5.04	11124
83	24	EΑ	WRENCH, COMBINATION, 1-1/4"	Williams	\$ 13.24	Williams 11140
84		EA	WRENCH, COMBINATION, 13/16"	Williams	\$ 6.12	Williams 11126
85		EA	WRENCH, COMBINATION, 9/16"	Williams	\$ 3.99	Williams 11118
86		EA	WRENCH, ONE HAND, REED #MW1-1/4, OR APPROVE	D EQUAL Reed	\$ 62.58	Reed MW1-1/4
87		EA	WRENCH, HYDRANT, SPANNER 5-HOLE	UPD	\$ 8.55	UPD FH-1
88		EA	WRENCH, PIPE, INTERNAL, 1/2"	Ridgid	\$ 9.90	Ridgid 35610
89	<u> </u>	EA	WRENCH, PIPE, OFFSET	Ridgid	\$ 35.10	Ridgid 89435
90		EA	WRENCH, PIPE, 6"	Ridgid	\$ 10.50	Ridgid 31000
91		EA	WRENCH, PIPE, 8"	Ridgid	\$ 12.26	Ridgid 31005
92		EA	WRENCH, PIPE, 14"	Ridgid	\$ 21.04	Ridgid 31020
93	12	EA	WRENCH, PIPE, 24"	Ridgid	\$ 47.36	Ridgid 31310

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ITEM	EST. QTY.	UNIT	DESCRIPTION		UNIT PRICE	MANUFACTURER/ STOCK #	
94	144	TU	GASKET, FORM-A, PERMATEX #2C, OR APPROVED	EQUAL Permatex	\$ 4.69	Permatex 80011/2C	
95	100	FT	CHAIN, COIL PROOF, STEEL, ZINC PLATED, 1/4" - D	OMESTIC Campbell	.75 ft.	Campbell 0143426	
96		FT	CHAIN, COIL PROOF, STEEL, ZINC PLATED, 3/8" - D	OMESTIC Campbell	1.49 ft.	Campbell 01434626	
97	50	FT	CHAIN, JACK, SINGLE, SIZE 10, BRT. STL.	TC Ind.	.22 ft.	mcT.	
98	50	FT	CHAIN, LOCK LINK, BRT. ZINC, SIZE 2/0	TC Ind.	.41 ft	TCI 11075	
99	100	CL	ROPE, MANILA, 1/2" X 600'	CWC	\$ 43.85 cl	CWC 200045	
100	20	EA	PAIL, WATER, GALVANIZED, HEAVY DUTY, 14-QT.	Noll	\$ 7.99	Noll 114	
101	500	EA	PAIL, UTILITY, WHITE POLYETHYLENE, 5 GAL. PAIL	ММ	\$ 2.59	MM 5WP	
102	6	EA	BROOM, MILL, WAREHOUSE, STANDARD	Magnolia	\$ 5.85	Magnolia 5038	
103	6	EA	BROOM, PARLOR, DUSTLESS	Magnolia	\$ 4.01	Magnolia 463	
104	180	EA	HANDLE, FLOOR BRUSH, 6', METAL THREAD	Magnolia	\$ 2.30	Magnolia M60	
105	180	EA	BRACE, HANDLE, STREET BROOM	Magnolia	1.98	Magnolia 99	

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ITEM	EST. QTY.	UNIT	DESCRIPTION		UNIT PRICE	MANUFACTURER/ STOCK#
				1		
106	24	EA	BROOM, WHISK, 12" OVERALL	Magnolia	1.85	Magnolia 228
107	48	EA	BRUSH, WIRE, SHOE HANDLE	Magnolia	1.57	Magnolia 4S
108	24	EA	BRUSH, COUNTER, FOXTAIL TYPE	Magnolia	\$ 2.73	Magnolia 58
109	. 12	EA	BRUSH, WIRE, RECTANGULAR 2-1/4" X 4-1/4" X 1-3/4	I" WOOD BLOCK DQB	\$ 3.15	DOB 11382
110	24	EA .	BRUSH, SCRUB, 8", MEDIUM LENGTH, STIFF FIBER	Magnolia	1.38	Magnolia 170
111	180	EA	BRUSH, 18", STREET, WOOD, SHORT FIBRE, W/HAN	IDLE Magnolia	\$ 8.95	Magnolia 2218
112	2400	EA	CRAYONS, LUMBER, YELLOW, BX-12	Johnson	\$.36	Johnson 4512
113	150	RL	TAPE, DUCT, 2" X 60 YD, SILVER	Nashua	\$ 2.89	Nashua 394
114	24	RL	TAPE, MASKING, 3/4"	CWC	.59	CWC 055315
115	24	RL	TAPE, MASKING, 1"	CWC	\$.90	CWC 055320
116	120	RL	TAPE, MASKING, 2"	CWC	\$ 1.59	CWC 055327
117	200	EA	SHACKLES, ANCHOR, SCREW PIN, 1/2"	TC Ind.	\$ 2.29	TCI 01407

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	EST. QTY.	UNIT	DESCRIPTION	!	UNIT PRICE	MANUFACTURER/ STOCK#
118	200	EA	SHACKLES, ANCHOR, SCREW PIN, 5/8"	TC Ind.	\$ 2.94	TCI 01408
119	24	EA	ALLEN WRENCH SETS (FOLDING), 5/64" - 1/4"	EZ	\$ 2.59	EZ KFP09
120	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 9/16"	Williams	\$ 2.54	Williams 37318
121	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 11/16"	Williams	\$ 2.54	Williams 37322
122	12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 15/16"	Williams	\$ 3.37	Williams 37330
123	. 12	EA	SOCKETS, BLACK DEEP (IMPACT WRENCH) 3/4"	Williams	\$ 2.64	Williams 37324

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 disquallfy bld. See instructions on page 16 for alternate items.

EPOWER TOOLS BRAND BY

CONTRACTOR TO FURNISH POWER TOOLS AS LISTED IN CURRENT MANUFACTURER'S CATALOGS AND/OR PRICE LISTS FOR THE FOLLOWING: MILWAUKEE 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.

CONTRACTOR TO FURNISH PARTS AS LISTED IN CURRENT MANUFACTURER'S
CATALOGS AND/OR PRICE LISTS.
STATE PERCENTAGE DISCOUNT ALLOWED THE CITY: 45 %
PRICE LIST NUMBER: UPL-57 DATED: 1/1/07

APPLICABLE PRICE COLUMN: suggested ind. price (ENCLOSE COPY)

POWER TOOLS, OTHER

CONTRACTOR TO FURNISH POWER TOOLS AS LISTED IN CURRENT MANUFACTURER'S CATALOGS AND/OR PRICE LISTS FOR THE FOLLOWING: Milwaukee 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.

CONTRACTOR TO FURNISH PARTS AS LISTED IN CURRENT MANUFACTURER'S CATALOGS AND/OR PRICE LISTS.

STATE PERCENTAGE DISCOUNT ALLOWED THE CITY: 45 %
PRICE LIST NUMBER: UPL-57 DATED: 1/1/07

APPLICABLE PRICE COLUMN: suggested ind. price (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:

PAYMENTS ERMS

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:

net percent, 30 calendar days.

Name and Address of Bidder: 562/432-7904 Phone No.	B & B Supply 1845 W. Anaheim St. Long Beach, Ca 90813	Signature of Person Authorized to Sign:
Date of Bid: Oct. 1,	2007	Please Type Signer's Name & Title: Pete Smolan

BID ITEM(S) AVAILABLE FOR OTHER AGENCY "PIGGY-BACK" PROCUREMENT: <u>x</u> YES <u>no</u> No

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

City of Long Beach, CA

Commonly Made Errors

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

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

- Instructions concerning signatures (page 2 on bid) are NOT followed.
- Bid must be signed by two corporate officers if the bidder is a corporation unless accompanied by a corporate resolution. Link to samples of acceptable documentation to allow other signature.
- All pages of the Invitation to Bid are not returned as required.
- Invitation to Bid document is not fully completed as required.
- Notarial Acknowledgment is not submitted when required; i.e., companies located outside of the state of California or companies that do not have a business operation with an established address within California (must be same address as shown on Invitation to Bid; P.O. Boxes are not acceptable) are required to submit a Notarial Acknowledgment of Corporate Officer or of the authorized person that has signed the bid.
 NOTE: Only one signature will be required of the "Principal" if the principal is a partnership, sole proprietary (individuals) or limited liability company.
- When bonds are required (Labor & Material or Performance Bonds), and Notarial Acknowledgments are not submitted. Three acknowledgments are required; two for the Principal (company submitting the bid), and one for the Surety (bonding company). If the Principal is a corporation, the signatures of two corporate officers are required for Labor & Material and Performance Bonds. Labor & Material and Performance Bonds are only required of companies that are being considered for an award (they are not required when Invitation to Bid is submitted).
 NOTE: Bid Bonds require only two acknowledgments; one for the Principal (company submitting the bid), and one for the Surety (bonding company).
- Bonds are not submitted on City of Long Beach forms.
- The title of the individual signing the Invitation to Bid does not match the title shown on the Notarial Acknowledgment; (i.e., the signature on the Invitation to Bid appears to be the President. The same signature appears on the Notarial Acknowledgment, but the title differs (Vice President).
- The person that signed the Invitation to bid differs from that of the Notarial Acknowledgment.
- When references are required, they are not submitted with bid.
- Bids are not submitted on time (11:00 am) to the proper location (City Clerk's Office - Plaza Level of City Hall).
- Contractor does not allow for firm pricing when submitting Invitation to Bid as required.
- The Invitation to Bid is not signed.

B & B SUPPLY

1845 WEST ANAHEIM ST. LONG BEACH, CA 90813-1103

> PH. 562 / 432-7904 FAX 562 / 432-6335

SUPPLEMENTAL PROVISIONS

BID NUMBER PA-00108

CLIENT REFERENCES

Mr. Gary Rhodes, Supervisor Los Angeles Department of Water & Power 6801 East Second St. Long Beach, Ca 90803 Ph. 310/522-7708

Mr. Larry Liles, V.P Manson Construction 772 Tuna St. San Pedro, Ca 90731 Ph. 310/521-1302

Steve Leon Rigging International 20928 S. Lamberton Avenue Carson, Ca 90810 310/223-2110

Irene Davis, Purchasing Western Tube & Conduit 2001 E. Dominguez St. Long Beach, Ca 90810 310/537-6300

Tony Martinez Merit Steel 1529 Cota Long Beach, Ca 90813 562/437-2003

SUPPLEMENTAL PROVISIONS BID NUMBER PA-00108 WORK HISTORY

No contracts cancelled or not renewed in past three years or prior.

CITY OF LONG BEACH, CALIFORNIA

BUSINESS LICENSE OWNERSHIP NON-TRANSFERABLE

LICENSE EXPIRES ON 03/01/08

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF DBA: B & B SUPPLY

BUSINESS: RETAIL SALES

LOCATED AT: 1845 W ANAHEIM ST

PRODUCT: MARINE SUPPLY

DATE: 02/27/07

B & B INDUSTRIES INC 1845 W ANAHEIM ST LONG BEACH CA 90813-1103

> AUTHORIZED BY MICHAEL A. KILLEBREW DIRECTOR - FINANCIAL MGM

362

4 .

ACCOUNT: BU05062780

BRAND NAMES AND SPECIFICATIONS

Any changes or revisions of the specified brand name are identified by item number.

- #18 This product is no longer available from Homelite. Item quoted equals and/or exceeds the quality level of brand specified.
- #19 Same as #18.
- #20 Same as #18 & #19.
- #23 Black & Decker are one in same company and product specified and product quoted are one in same. DeWalt is established as the industrial brand and B & D is identified as the consumer brand.
- #24 Same as #23
- #25 Same as #23 and #24.
- #69 Tru-Temper item no longer available, replaced by Ames which owns Tru-Temper.