



# CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

FILED

OCT 31 2007

By The  
Office of The City Clerk

**Bid Number: B081181026**

## INVITATION FOR BID And Contract Specifications

**FOR: STREET LIGHT PARTS - LENSES**

**Bids Must Be Received Prior To 2:00 P.M. on October 31, 2007**

**Bids Must Be Submitted To:**

<u>U.S. Mail</u>	<u>Expedited Non-U.S. Mail</u>	<u>Personal Delivery</u>
City Clerk's Office P.O. Box 122391 Sacramento, CA 95812-2391	City Clerk's Office 915 I Street, Ste. 122391 Sacramento, Ca 95814-2604	City Clerk's Office Historic City Hall 915 I Street, Ste. 116 Sacramento, CA 95814

Pre-Bid Conference:

Mandatory: [ ] Yes

[ ] No

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:

(Bidder to complete the following information)

Name of Bidder: Graybar Electric Co.

Address: 1211 Fee Dr

City, State, Zip Code: Sacramento CA 95815

Phone Number: 916-972-8061

Email Address: William.strange@gbe.com

SECTION I – REQUIREMENTS

**C. BID SIGNATURE PAGE**

INVITATION FOR BID NO. **B081181026**  
FOR SERVICES/SUPPLIES: **Street Light Parts - Lenses**

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

**CONTRACT DOCUMENTS**

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

**To Be Filled Out By Bidder**

NAME OF CONTRACTOR: Graybar Electric Co.  
ADDRESS: 1211 Fee Dr SACRAMENTO CA 95815  
PHONE # 916-922-8061 FAX # 916-922-0977 E-MAIL: William.Strange@gbe.com  
STATE TAX I.D. #: 98-00182100039 FED. TAX I.D. 13-0794380

City of Sacramento Business Operation Tax Certificate # 3108  
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one):  
 Individual/Sole Proprietor     Partnership     Corporation  
 Limited Liability Company     Other (please specify: \_\_\_\_\_)

BY: (signature of authorized person) William Strange  
PRINT NAME: William Strange  
TITLE: Sales Rep

**Note:** All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

**FOR CITY USE ONLY**

The Bid was opened on \_\_\_\_\_.

Bid Bond Required: [ ] No; [ ] Yes - Amount: \$\_\_\_\_\_

Received: [ ] Cashiers or Certified Check drawn on a California bank; [ ] Surety Bond

\_\_\_\_\_  
City Clerk/Procurement Services Manager

**CONTRACT AWARD**

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: \_\_\_\_\_

Contract Not-to-Exceed Amount: \$\_\_\_\_\_

Award Date: \_\_\_\_\_

**CONTRACT APPROVAL**

Approved as to Form:

Approved:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager  
(Or Authorized Designee)

\_\_\_\_\_  
City Clerk

provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

\_\_\_\_\_ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general 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. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:



Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**A. ITEMS REQUIRING BIDDER RESPONSE**

**NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.**

**1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City’s contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Procurement Division, at (916) 808-6747.

**A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES – our firm is certified by the City of Sacramento as a small business enterprise.
- NO -our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number \_\_\_\_\_.

**B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: \_\_\_\_\_.

**1. LOCAL BUSINESS SALES/USE TAX DEDUCTION**

The Sacramento City Code requires the City to identify those bids that are subject to the City’s local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids.

This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?  Yes; or  No

If the answer to Question #1 is "Yes":

1. Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

1211 Fee Dr  
Sacramento CA 95815

Specify: fixed office location or distribution point(s): \_\_\_\_\_

1211 Fee Dr Sacramento CA 95815

2. Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 3108.

**3. DELIVERY GUARANTEE**

Contractor guarantees delivery within 10 days after receipt of order (ARO).

**4. PAYMENT DISCOUNT**

Will you offer a prompt payment discount? Yes [ ] or No  (Net 30 days)

If Yes, the Payment Discount is — % for payment within — calendar days, which will be computed from the date delivery, is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS WILL BE CONSIDERED WHEN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (TITLED "PAYMENT DISCOUNTS").

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**C. DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

*See Attached*

\_\_\_\_\_  
 Name of Contractor

\_\_\_\_\_  
 Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3.54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

DATE BID OPENED	10-31-07
EMPLOYEE INITIALS	V.M.
MARK ONE BOX FOR EACH ITEM ONLY	
<b>BID SECURITY</b>	
<input checked="" type="checkbox"/>	NONE REQUIRED
<input type="checkbox"/>	PROPERLY SIGNED
<b>BID DEPOSIT TYPE</b>	
<input type="checkbox"/>	BID BOND
<input type="checkbox"/>	CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/>	CERTIFIED CHECK
<input type="checkbox"/>	CASH
<input type="checkbox"/>	CALIF. BANK MONEY ORDER
<b>AFTER AWARD OF BID</b>	
<input type="checkbox"/>	SECURITY RETURNED
<input type="checkbox"/>	SECURITY ACCEPTED
EMPLOYEE INITIALS	_____
DATE	_____



P. O. BOX 7231  
Saint Louis, MO 63177

**Karen L. Newell**

Director, Compensation & Benefits

Phone 314-573-9200

Direct 314-573-9233

Fax 314-573-9216

October 31, 2007

City of Sacramento  
Procurement Services Division  
915 I Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

**RE: Equal Benefits Ordinance (EBO) Requirements**

This letter accompanies multiple procurements from Graybar Electric Company, Inc. – Sacramento Branch remitted by our sales manager, Michael Self.

Currently, Graybar provides equal benefits to registered domestic partners in multiple sites in California and Washington. Due to the current bidding process, we have been contacted by our California District office to also consider coverage in the Sacramento branch. Although these benefits have not been approved at the writing of this document, we have fully read the City of Sacramento Code 3.54, including the EBO online guide. At this time, we have not completed the declaration as previously explained, however, under section 4(e) of the Declaration of Compliance (sample from [www.cityofsacramento.org](http://www.cityofsacramento.org) website attached), we are remitting this request to the Program Coordinator to show that we are pursuing these benefits.

Each of the benefit items listed in section 3 (a-d, i) (with the exception of disability which does not apply to a spouse) of your declaration are offered to legal spouses and are benefits that Graybar could offer to Sacramento registered domestic partners if we receive your approval to proceed. Items 3 (e-f and h) are not offered to spouses today and therefore, would not be offered to registered domestic partners. We would also offer that items 3 (h and j) do not apply as benefits offered solely to employees and not spouses are not covered by this ordinance. We provide explanation of item 3 (g) below.

Graybar's employee benefit plans are governed by the Employee Retirement Income Security Act of 1974 ("ERISA") and the Internal Revenue Code ("Code"). We have consulted ERISA counsel regarding ordinances requiring employee benefits to be provided to employees with domestic partners on the same basis as they are provided to employees with legal spouses, and have been advised that any state or local effort to regulate employee benefits in such a manner is preempted by Section 514 of ERISA.

Nevertheless, Graybar has made its employee retirement benefit plans available to employees with domestic partners on the same basis as it makes them available to employees with legal spouses to the maximum extent possible. However, because Graybar's retirement plans are subject to the requirements of ERISA and the Code, and the Internal Revenue Service does not permit a plan to treat a domestic partner as a spouse, there are certain benefits available to spouses that Graybar cannot make available to domestic partners without jeopardizing the retirement plans' tax-qualified status. For example, the retirement plans cannot at this time recognize a domestic relations order in favor of a domestic partner as a qualified domestic relations order ("QDRO").

With respect to Graybar's defined contribution plan, the Code requires that, in the event of a married participant's death, the participant's account balance be paid to the surviving spouse. Because the Code does not recognize domestic partners as spouses, this benefit is not automatic with respect to a domestic partner. However, the participant can designate their domestic partner as beneficiary and the defined contribution plan will provide the same benefits to the domestic partner as would be provided to a spouse. Similarly, with respect to Graybar's defined benefit pension plan, the Code requires that the normal form of payment for a married person is a joint and survivor annuity with the participant's spouse. Again, because the Code does not recognize domestic partners as spouses, this benefit is not applicable with respect to a domestic partner.

Until such time as the Internal Revenue Service amends the Code to permit a qualified retirement plan to treat a domestic partner the same as a spouse, and in doing so maintain its tax-qualified status, Graybar believes the above procedures afford employees with domestic partners substantially equivalent benefits to employees with legal spouses.

Please let us know if this letter is an acceptable alternative or if you need any additional information; otherwise, we will proceed with seeking approval for implementation of the aforementioned benefits for registered domestic partners in the City of Sacramento.



Karen L. Newell

FOR SAMPLE PURPOSES ONLY \_ GRAYBAR LTR 10-31 LEFT BLANK ON PURPOSE

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento

("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

- a. Bereavement Leave
- b. Disability, life, and other types of insurance
- c. Family medical leave
- d. Health benefits
- e. Membership or membership discounts
- f. Moving expenses
- g. Pension and retirement benefits
- h. Vacation
- i. Travel benefits
- j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits  
  
The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the Ordinance requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by me.

FOR SAMPLE PURPOSES ONLY \_ GRAYBAR LTR 10-31 LEFT BLANK ON PURPOSE

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**D. PRICING SCHEDULE**

General

For furnishing to the City of Sacramento prices in accordance with the provisions and specifications contained herein. Quantities are estimates only and orders will place periodically as required during the term of this potential 5-year contract.

Prices are all-inclusive to include freight, handling charges, shipping charges, and any fees associated with these purchases.

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
01	750	AE PTL Lens P/N FP135-2	\$ <u>35.77</u>	\$ <u>26,827.50</u>
02	375	GE PLT Lens P/N FP-129	\$ <u>39.37</u>	\$ <u>14,763.75</u>
03	750	Acorn Lens P/N FP-199	\$ <u>103.66</u>	\$ <u>77,745</u>
04	375	Northstar Lenses P/N Lexalite 240	\$ <u>106.15</u>	\$ <u>39,806.25</u>
05	500	Cobra GE 200 Lens P/N FP-004-1	\$ <u>71.30</u>	\$ <u>35,650</u>
06	500	Cobra AE 200 Lens P/N FP-450	\$ <u>73.07</u>	\$ <u>36,535</u>
07	250	Cobra 150 Lens P/N FP-516-1	\$ <u>39.37</u>	\$ <u>9,842.50</u>
08	50	Lexalite 424	\$ <u>258.11</u>	\$ <u>12,905.50</u>

<b>Sub-Total</b>	\$ <u>254,075.50</u>
<b>Sales Tax @ 7.75%</b>	\$ <u>19,690.85</u>
<b>Bid Total</b>	\$ <u>273,766.35</u>

CONTRACTOR NAME: Graybar Electric Co.

Pricing Schedule Notes

1. In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.
2. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Project Manager's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Project Manager's estimate of the estimated quantities of work to be performed as items of work.
3. If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded. The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.
4. Price Increases: Contract pricing for the base period will be firm fixed pricing. Pricing for the option period(s), if exercised, may not be increased by more than 5% above the previous year's prices upon acceptance by City Procurement.
5. The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. # _____	Date _____
Add. # _____	Date _____
Add. # _____	Date _____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

Corporation

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

CONTRACTOR:

By: Graybar Electric Co  
(Company Name)

William Strange 10/31/07  
(Signature) (Date)

William Strange Sales Rep  
(Print or Type Name and Title of Authorized Representative)

Company Address 1211 Fee Dr  
Sacramento CA 95815

916-922-8061 916-922-0977  
(Telephone Number) (Facsimile Number)

13-0794380  
(Federal Tax I.D.)

3108  
(City of Sacramento Business Operation Tax Certificate Number\*)

\*If Contractor has a City of Sacramento, Business Operations Tax Certificate, please provide number. If the Contractor does not have a City of Sacramento, Business Operations Tax Certificate, contractor must provide one prior to award, after notification of the City's intent to award.