

**BID NUMBER ITB PR20-066 (REBID)**

**TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN:  
411 West Ocean Boulevard, Lobby Level  
Long Beach, California 90802**



**INVITATION TO BID**

**IRRIGATION, WATER, SEWAGE PUMPS**

**CONTRACT NO.** 36040

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

**BIDDER MUST COMPLETE AND SIGN BELOW:**

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

**EXECUTED AT:** Baldwin Park CA **CITY STATE** ON THE 21<sup>st</sup> DAY OF April, 20 21. **MONTH**

**COMPANY NAME:** Pumpman LLC **TIN:** [REDACTED] **(FEDERAL TAX IDENTIFICATION NUMBER)**

**STREET ADDRESS:** 5020 Bleecker St. City: Baldwin Park **STATE:** CA **ZIP:** 91706

**PHONE:** 626 939.0300 x215 **FAX:** 626 939.0346

**S/** [Signature] **(SIGNATURE)** General Manager **(TITLE)**

Elton Link **(PRINT NAME)** elton.link@pumpman.com **(EMAIL ADDRESS)**

**S/** \_\_\_\_\_ **(SIGNATURE)** \_\_\_\_\_ **(TITLE)**

\_\_\_\_\_  
**(PRINT NAME)** **(EMAIL ADDRESS)**

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

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

**THE CITY OF LONG BEACH**  
**BY** \_\_\_\_\_  
**Director of Financial Management**

\_\_\_\_\_  
**Date**

**APPROVED AS TO FORM**  
October 05, 20 21.  
**CHARLES PARKIN**  
**CITY ATTORNEY**  
[Signature]  
**Deputy**

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**TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN:  
411 West Ocean Boulevard, Lobby Level  
Long Beach, California 90802**



**INVITATION TO BID**

**IRRIGATION, WATER, SEWAGE PUMPS**

**CONTRACT NO. 36040**

**1. COMPLETE CONTRACT:**

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

**2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

**3. AMOUNT TO BE PAID:**

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

**4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**

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**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: Baldwin Park CA ON THE 21<sup>st</sup> DAY OF April, 2021.  
CITY STATE MONTH

COMPANY NAME: Pumpman LLC TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 5020 Bleecker St. CITY: Baldwin Park STATE: CA ZIP: 91706

PHONE: 626 939.0300 X215 FAX: 626 939.0346

S/ [Signature] General Manager  
(SIGNATURE) (TITLE)

Elton Link elton.link@pumpman.com  
(PRINT NAME) (EMAIL ADDRESS)

S/ \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (TITLE)

\_\_\_\_\_ (PRINT NAME) \_\_\_\_\_ (EMAIL ADDRESS)

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NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.**

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

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

Digitally signed by Sandra Tsang-Palmer  
Date: 2021.10.06 12:30:22 -07'00'  
Date

APPROVED AS TO FORM  
October 05, 2021.  
CHARLES PARKIN  
CITY ATTORNEY  
[Signature]  
Deputy

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**TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN:  
411 West Ocean Boulevard, Lobby Level  
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**INVITATION TO BID**

**IRRIGATION, WATER, SEWAGE PUMPS**

**CONTRACT NO.** \_\_\_\_\_

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**2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

**3. AMOUNT TO BE PAID:**

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

**4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**

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**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:** Baldwin Park CA ON THE 21st DAY OF April, 20 21  
CITY STATE MONTH

**COMPANY NAME:** Pumpman LLC **TIN:** [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

**STREET ADDRESS:** 5020 Bleecker St **CITY:** Baldwin Park **STATE:** CA **ZIP:** 91706

**PHONE:** (626) 939-0300 X215 **FAX:** (626) 939-0346

S/ [Signature] (SIGNATURE) General Manager (TITLE)

Elton Link (PRINT NAME) elton.link@pumoman.com (EMAIL ADDRESS)

S/ (SIGNATURE) (TITLE)

(PRINT NAME) (EMAIL ADDRESS)

**ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
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NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.**

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

**THE CITY OF LONG BEACH**

**BY** \_\_\_\_\_ Date  
Director of Financial Management

**APPROVED AS TO FORM**

\_\_\_\_\_, 20\_\_\_\_\_  
CHARLES PARKIN  
CITY ATTORNEY

\_\_\_\_\_  
Deputy

**BID NUMBER ITB PR20-066 (REBID)**

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:  
Corporation  State of \_\_\_\_\_  
Partnership  State of CA  
General  Limited   
Joint Venture   
Individual  DBA \_\_\_\_\_  
Limited Liability Company  State of CA

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**  
Ethnic (Check one):  
 Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian  
Non-ethnic Factors of Ownership (check all that apply):  
 Male  Yes - Physically Challenged  Under 65  
 Female  No - Physically Challenged  Over 65  
Is the firm certified as a Disadvantaged Business:  Yes  No  
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?  
 Yes  No  
Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

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

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.**

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

#### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**INSTRUCTIONS TO BIDDERS**

**1. PREPARATION OF BID:**

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

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

**2. EXAMINATION OF BID:**

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

**3. CONDITIONS OF WORK:**

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

**4. DISCREPANCIES IN BID DOCUMENTS:**

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

**5. ORAL STATEMENTS:**

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

**6. BRAND NAMES AND SPECIFICATIONS:**

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

**7. AWARD:**

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

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

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

**8. PAYMENT:**

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

**9. SAFETY APPROVAL:**

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

**10. BUSINESS LICENSE:**

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

**INSTRUCTIONS TO BIDDERS**

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

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

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

**12. 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.

**13. 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.

**14. 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.

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

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

**SUBCONTRACTORS**

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

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

Company Name: \_\_\_\_\_

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

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

**16. 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.

SUBMIT TO:  
CITY OF LONG BEACH  
CITY CLERK – **ATTN: James Vazquez**  
411 W OCEAN BLVD/LOBBY LEVEL  
LONG BEACH CA 90802

**BID DUE DATE:** April 7, 2021

**TIME:** 11:00 am

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

<u>James Vazquez</u>	<u>(562) 570-5384</u>
BUYER	TELEPHONE NUMBER

**17. BID OPENING PROCEDURES:**

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

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 five (5) business days following the electronic notification of intent to award.

**18. INTER-AGENCY PARTICIPATION:**

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

**19. 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.

**20. EQUAL BENEFITS ORDINANCE:**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.



**CONTRACT – GENERAL CONDITIONS**

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").  
  
In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.  
  
If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.  
  
If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination 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

**CONTRACT – GENERAL CONDITIONS**

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 Julissa Jose-Murray at 562-570-6869 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. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

**INSURANCE:** As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer 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 non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better

**CONTRACT – GENERAL CONDITIONS**

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.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

**Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.**

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

**INDEMNITY: To the extent allowed by law**, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties. The provisions of this Section shall survive the expiration or termination of this contract.

**CONTRACT – GENERAL CONDITIONS**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

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.

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.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

**BID NUMBER ITB PR20-066 (REBID)**

**PROJECT OVERVIEW**

The City of Long Beach (City) is requesting bids to replace and furnish all labor, tools, materials, supplies, and equipment to install irrigation, water, and sewage pumps. The startup and calibration of the system is also required.

**BID TIMELINE** – All times are Pacific Time

Bid release date:	March 10, 2021
Job Walk-Inspection	TBD?
Questions due:	March 17, 2021 by 11:00 am
Response from City to bidder:	March 23, 2021 by 4:00 pm
Bid due date:	April 7, 2021 by 11:00 am

**BID SUBMISSION INSTRUCTIONS:**

It is recommended that bidders visit the City’s website [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) on a regular basis for any addenda to the bid.

All general attachments provided in this ITB shall be submitted. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

- \_\_\_\_\_ Signed Bid Cover Page
- \_\_\_\_\_ California All Purpose Acknowledgment, Notarized (if applicable)
- \_\_\_\_\_ Debarment Certification Form (Attachment A) – Signed and dated
- \_\_\_\_\_ Reference List (Attachment B)
- \_\_\_\_\_ W-9 Form (Attachment C) - Signed
- \_\_\_\_\_ Equal Benefits Ordinance (Attachment D) – Signed and dated; AND Questionnaire
- \_\_\_\_\_ Insurance Requirements (Attachment E) – Signed and dated
- \_\_\_\_\_ Secretary of State Certification Print-Out (Attachment F) – Contractor must be registered prior to contract execution. Submission with the bid is requested but not mandatory.
- \_\_\_\_\_ Addenda (if any are issued) – Signed and dated
- \_\_\_\_\_ Vendor Section (Page 20)

**METHOD OF SUBMISSION:**

Electronic Bids shall be submitted via the City’s secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for “on time” submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled “optional”, bidders shall indicate “no bid” or “N/A” in the space provided for an item for which no bid is being offered.

**Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.**

**BID NUMBER ITB PR20-066 (REBID)**

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

**Electronic Bids and attachments must be received by 11:00 AM Pacific Time, April 7, 2021. Bids and attachments not submitted by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.**

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to [purchasingbids@longbeach.gov](mailto:purchasingbids@longbeach.gov) ATTN: Tina Schaper with the bid number in the subject line of the email message.

**REFERENCES**

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

**AWARD**

The City prefers to award the contract to a single contractor but reserves the right to award multiple vendors. The City reserves the right in its sole discretion 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. The City reserves the right to reject at any time any or all bids.

**RIGHT TO REJECT BID**

The City reserves the right, in its discretion, to reject any and all Bids at any time and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

**BID PROTEST PROCEDURES**

**Who May Protest**

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

**Time for Protest**

**BID NUMBER ITB PR20-066 (REBID)**

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract.

**Form of Protest**

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3<sup>rd</sup>) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filling a Government Code Claim or initiation of legal proceedings.

**LONG BEACH BUSINESS LICENSE**

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to: [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

In accordance with Municipal Code (Section 3.80.210) a business license is required under the following conditions:

- A) If you are providing a service in Long Beach
- B) If you are providing and delivering a product in Long Beach

For more information, contact the Business License Division at 562-570-6211 or by email to [lbbiz@longbeach.gov](mailto:lbbiz@longbeach.gov).

**BOND PROVISIONS**

**Not applicable.**



**ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

**ORDER OF PRECEDENCE**

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

**ACCESS TO CONTRACTOR'S RECORDS**

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

**AMERICANS WITH DISABILITIES ACT**

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

**COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

**COMPLIANCE WITH DAVIS-BACON ACT**

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

**COPYRIGHT**

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract

**BID NUMBER ITB PR20-066 (REBID)**

under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

**DRUG-FREE WORKPLACE**

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

**ENERGY EFFICIENCY**

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

**ENVIRONMENTAL LEGISLATION**

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH**

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

**NATIONAL PRESERVATION ACTS**

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

**NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

## **BID NUMBER ITB PR20-066 (REBID)**

### **CALIFORNIA WAGE RATE REQUIREMENTS**

Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, 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, classification or type of workers needed to perform the Work. This project will be subject the **2020-1 prevailing wage** determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all workers in the performance of the Work not less than the prevailing rate of wages needed to execute the contract. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. Bidders are directed to Section 7-2, "Labor," of the Standard Specifications, and to Division H, Subsection 7-2.2, "Prevailing Wages," for requirements concerning payment of prevailing wages, payroll records, and hours of labor. [California Labor Code Section 1773.2] [LPMC 2.87.120]

### **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE**

This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

### **CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH**

Each contractor and every lower-tier subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software. This requirement will be a 'flow-down' requirement to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

### **APPRENTICESHIP EMPLOYMENT**

The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.

**BID NUMBER ITB PR20-066 (REBID)**

**PATENT RIGHTS**

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

**PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT**

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

**PUBLICATIONS**

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

**RIGHTS TO DATA**

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

**RIGHTS TO USE INVENTIONS**

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

**SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database ([www.sam.gov](http://www.sam.gov)).

**REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE**

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: <http://www.sos.ca.gov>

See **Attachment F**. Please include a printout of your business entity from the website.

**INSURANCE**

See Requirements on page 9, Section 30 and **Attachment E**.

**DEFAULT BY CONTRACTOR / TERMINATION**

The City may terminate this contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the contract, 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) working days upon notice given by the City to do so.

**CONTRACT PERIOD**

The Contract term shall be twenty-four (24) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This Contract may be extended by mutual agreement for up to three additional periods of one year each in accordance with terms and conditions stated herein.

**EXTENSION OPTION:**

This Contract is subject to extension for three additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

Requests for rate changes shall be considered at the time of each renewal, but shall not exceed the most recent available month for the Los Angeles-Long Beach Beach/Anaheim, CA Consumer Price Index (CPI) for All Urban Consumers.

**No price increases will be allowed during the first twenty-four month contract period.**

**FUTURE AMENDMENTS**

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

**DELIVERY REQUIREMENT**

Supplier will be required to deliver pumps to a specified location(s) and off-load for installation.

All deliveries shall be made F.O.B. to destinations to specified locations by the City, unless otherwise agreed upon. Deliveries shall be made within five days after receipt of verbal, faxed, written or electronic order from the City.

**Price quoted shall include all shipping, handling, and inside delivery charges to the location designated at time of order, which shall be within the City of Long Beach.**

A packing list that includes unit and extended pricing shall accompany all deliveries. In the event the

**BID NUMBER ITB PR20-066 (REBID)**

item delivered is drop shipped from the manufacturer or another location, an invoice will be delivered personally or electronically within 24 hours of the drop-ship with the City's Purchase Order on the invoice.

Excessive late deliveries (5 percent or more per month) shall be considered a material breach of contract and shall be grounds for termination, and grounds for the City to exercise all of its legal remedies including, but not limited to, those specified in Item #9 of the "Contract – General Conditions."

**ADDITIONAL CHARGES**

Bidder shall not charge any fees or charges for restocking or service fees for incorrect items, defective items, minimum orders, deliveries, pick-ups, disposals, environmental fees, fuel surcharges, etc.

**WILL-CALL**

Provisions shall be made at the supplier's place of business for promptly filling will-call orders for parts and accessories within one (1) hour after receipt of verbal, written, or electronic order from the City. The City's Purchase Order Number should be printed on the invoice.

Only authorized and properly identified representative of the City shall make will-call pickups. Add-ons to the order shall not be allowed. **An invoice that includes unit and extended pricing shall accompany all orders.**

**STOCK AVAILABILITY**

Contractor shall be required to maintain adequate stock for timely deliveries, for emergency and fill-in orders, as needed by the City. Contractor must have authorization from manufacturer to distribute contracted items.

The City reserves the right to inspect Contractor's stock area at Contractor's facility during normal business hours prior to award of the contract.

The City reserves the right to inspect Contractor's stock area at Contractor's facility anytime during the term of this contract without notice during regular business hours.

**PAYMENT DEDUCTIONS / CONTRACTOR NON-COMPLIANCE**

Payments shall be made for items supplied. No payments shall be made for non-delivery of items.

If, in the judgement of the City, Contractor is deemed in default, the City at its option in addition to, or in lieu of, other remedies provided herein, may withhold payment, or deduct from Contractor's invoice for work not performed. The City will give notice describing items not delivered and the amount to be withheld or deducted from payments.

Notwithstanding anything to the contrary printed on the City's Purchase Order, the Contractor may be terminated in accordance with and as described in "Default by Contractor / Termination", upon Contractor's failure to correct deficiencies in a timely manner.

**REQUIRED INFORMATION FORM – TO BE COMPLETED BY BIDDER**

**VENDOR CONTACT INFORMATION**

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

Contact Name: Matthew Conway

Contact Direct Phone: 626 664.0931

Contact Fax: 626 939.0346

Contact E-mail: matthew.conway@pumpman.com

**VENDOR'S EMPLOYEES**

Specify the number of current full-time employees residing in Long Beach 2

**GUARANTEE / WARRANTY**

Rain Bird pumps have a specified certification, start-up, and calibration process that is inherent in the purchase of the pump. Supplier shall be the main contact for the City to initiate this process with the Rain Bird manufacturer representative.

Minimum warranty required for defects in pump, motor, or both is 12 months. Please state warranty.

Pump 12 Months

Motor 12 Months

**PAYMENT TERMS**

Net-30; 0 % discount in 0 days.

**MISCELLANEOUS ITEMS**

Miscellaneous Items not listed herein may be purchased by the City from the successful bidder providing no purchase exceeds \$2,500.00 per order.

Percent Discount on Miscellaneous Items: 15 % off list

**SPECIFICATIONS**

**EQUIPMENT LIST**

Pumps requested on bid sheet include, but are not limited to, submersible, vertical turbine, and booster types. Hydraulic and electrical pumps are currently in operation.

Item	Manufacturer	Product Number	Description	Qty.	Specifications
1	Rain Bird	SMEFPTSVMS1GR	Vertical Multistage D Series Low to Medium Flow	1	See Exhibit 1
2	Rain Bird	SMEFPTSVT1SM	Vertical Turbine Compact Deck Medium Flow	1	See Exhibit 2
3	Rain Bird	M1D7.5N0G00008SFF3-CR 20-3-3x480	HP Pump Station	1	See Exhibit 3
4	Rain Bird	M1D010N0G00008SFF3-CR 20-4-3x480	HP Pump Station	1	See Exhibit 4
5	Rain Bird	M1D015N0G00008SFF3-CR 32-4-2-3x480	HP Pump Station	1	See Exhibit 5
6	Rain Bird	M1D015N0G00008SFF3-CR 32-4-2-3x480	HP Pump Station	1	See Exhibit 6
7	Rain Bird	CVT051920505A	Pump Station	1	See Exhibit 7
8	Rotho	KECO 900 Series / M55-HP	Peristaltic Pump	1	See Exhibit 8
9	Pentair	Pentair Aurora 410 Series Models 410, 411, 412, 413	Single Stage Split Case Pump	1	See Exhibit 9
10	Pentair	Pentair Aurora Models 341A, 342A, 344A	Single Stage End Suction Pump	1	See Exhibit 10
11	ABS	ABS AFP/AFPJ/JT/AFC Series	Submersible Sewage Pump	1	See Exhibit 11
12	Baldor	Baldor EM2551T	Pump Motor or equivalent	1	See Exhibit 12
13	Baldor	Baldor EM2552T-4	Pump Motor or equivalent	1	See Exhibit 13
14	Baldor	Baldor EM2559T-4	Pump Motor or equivalent	1	See Exhibit 14
15	Xylem	Lenntech Flygt 3102	C-Pump or equivalent	1	See Exhibit 15

**INSTALLATION**

16	Labor Charge	Per Person	Hourly Rate	Total Persons Required	Standard Business Hours
17	Labor Charge	Enter Online	Hourly Rate	Enter Online	Non-Standard Hours (Holiday, Emergency, Non-Business Hours)
18	Labor Charge	Enter Online	Hourly Rate	Enter Online	Overtime Hours
19	Labor Charge	Enter Online	Total Estimated Hours	Enter Online	Total Hours Required for Installation



**ATTACHMENT A**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Certification**

## Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 18 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Pumpman LLC / CA Contractor License # [REDACTED]  
Business/Contractor/Agency

Elton Link  
Name of Authorized Representative

General Manager  
Title of Authorized Representative

[Signature]  
Signature of Authorized Representative

4/21/2021  
Date

21411

**ATTACHMENT B**  
**REFERENCE LIST**



City of Long Beach  
 Purchasing Division  
 411 W Ocean Blvd, 6<sup>th</sup> Floor  
 Long Beach CA 90802

**Reference Information Form**

Client/Contractor Name City of Palmdale  
 Project Manager/Contact Name Steve Montenegro E-mail smontenegro@cityofpalmdale.org Ph. No. (661) 267-5100  
 Address 38300 Sierra Highway Palmdale, CA 93550

Project Description Booster Pump Installations and maintenance  
 Project Dates (Start and End) 10/01/19 - 6/30/22 Contract Term(s) 3 years Contract Amount \$800,000

Client/Contractor Name City of Santa Monica  
 Project Manager/Contact Name Victor Lopez E-mail victor.lopez@smgov.net Ph. No. (310) 458-2201  
 Address 2500 Michigan Ave. Santa Monica, CA 90405

Project Description Pump station cleaning and repairs  
 Project Dates (Start and End) Jan. 25, 2019 Contract Term(s) 5 years Contract Amount \$1,054,093

Client/Contractor Name City of Commerce  
 Project Manager/Contact Name Gina Nila E-mail ginan@ci.commerce.ca.us Ph. No. (323) 722-4805  
 Address 2535 Commerce Way Commerce, CA 90040

Project Description Planned Maintenance Program and Pump repairs as needed  
 Project Dates (Start and End) 7/1/20 - 3/1/21 Contract Term(s) 7/1/20 - 6/30/21 Contract Amount \$64,816.00

Client/Contractor Name LA County Sheriff  
 Project Manager/Contact Name Gerry Segura E-mail \_\_\_\_\_ Ph. No. (562) 347-1272  
 Address 4700 Ramona Blvd. 4th Floor Monterey Park, CA 91754

Project Description Maintain and Service Vertical Turbine Pumps  
 Project Dates (Start and End) \_\_\_\_\_ Contract Term(s) \_\_\_\_\_ Contract Amount \_\_\_\_\_

Client/Contractor Name SCS Engineers (BKK Landfill)  
 Project Manager/Contact Name Ken Pierce E-mail kpierce@scsengineers.com Ph. No. (562) 208-5338  
 Address 2210 S. Azusa Ave. West Covina, CA 91792

Project Description Maintain and Service Vertical Turbine, Split Case and End Suction Pumps  
 Project Dates (Start and End) April Contract Term(s) 4/1/19 - 4/1/20 Contract Amount \$11,766.00

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Pumpman Holdings LLC</b>		
	2 Business name/disregarded entity name, if different from above <b>Pumpman LLC</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. <b>5020 Bleecker St</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Baldwin Park, Ca. 91706</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	Social security number								
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	OR								
	Employer identification number								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> </tr> </table>								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/20/2020</u>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN); individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**ATTACHMENT D**

**Equal Benefits Ordinance**

**(EBO)**

## **EQUAL BENEFITS ORDINANCE DISCLOSURE**

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

### **The EBO is applicable to the following employers:**

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

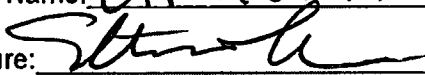
The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

### **Compliance with the EBO**

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Elton Link Title: General Mgr.  
Signature:  Date: 4/21/21  
Business Entity Name: Pumpman LLC



## EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

### Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Pumpman LLC Federal Tax ID No. 95-4131831  
Address: 5020 Blecker St.  
City: Baldwin Park State: CA ZIP: 91706  
Contact Person: Elton Link Telephone: 626 939-0300 x215  
Email: elton.link@pumpman.com Fax: 626 939-0346

### Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.  Yes  No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  Yes  No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
 Yes  No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
 Yes  No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  
 Yes  No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

**ATTACHMENT E**  
**INSURANCE REQUIREMENTS**



City of Long Beach  
Purchasing Division  
411 W. Ocean Blvd, 6<sup>th</sup> Floor  
Long Beach, CA 90802

### INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability as specified herein or in accordance with City Administrative Regulation (AR) 8-27 (whichever is more recent) with bid. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the bid.

- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
  - 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
  - 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 the City's Risk Manager, the following:
    - Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
    - Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.
    - Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.



City of Long Beach Purchasing  
Division  
411 W. Ocean Blvd, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- Self-insurance of self-insured retention must be approved in writing by City in advance and protect the City in the same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party of reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- 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.
- Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").
- In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims



City of Long Beach  
Purchasing Division  
333 w. Ocean Blvd 7<sup>th</sup> Floor  
Long Beach, CA 90802

are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

- If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.
- The provisions of the indemnification shall survive the expiration or termination of this Contract.
- 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.

By submitting a signature below, Bidder agrees that insurance requirements can be provided as requested.

Printed Name:

Elton Link

Title:

General Manager

Signature:

[Handwritten Signature]

Date:

4/21/21



PUMPHOL-01

MALLEN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kore Insurance Holdings, LLC P.O. Box 473 354 Eisenhower Parkway, Plaza 1 Livingston, NJ 07039	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (973) 577-7179 FAX (A/C, No): (973) 996-3161 E-MAIL ADDRESS: mailen@koreins.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Executive Risk Speciality Insurance Company</td> <td>44792</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Executive Risk Speciality Insurance Company	44792	INSURER B : Federal Insurance Company	20281	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> Pumpman Holdings, LLC Pumpman, LLC 160 Pehle Ave., Unit 307 Saddle Brook, NJ 07663														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			54310298	9/15/2020	9/15/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			54310297	9/15/2020	9/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-41N31423-20-NF	9/15/2020	9/15/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			54310299	9/15/2020	9/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Proof of Insurance.

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>Evidence of Insurance</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  $\hat{I}$  OWNERS, LESSEES OR  
CONTRACTORS  $\hat{I}$  COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II  $\hat{I}$  Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III  $\hat{I}$  Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 54310298

COMMERCIAL GENERAL LIABILITY  
10-02-2461 (Ed. 7-15)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Additional Insured:**  
WHERE REQUIRED BY WRITTEN CONTRACT.

**Location Of Covered Operations:**  
ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV** of **COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.



**Secretary of State  
Statement of Information  
(Limited Liability Company)**

**LLC-12**

**20-D32504**

**FILED**

In the office of the Secretary of State  
of the State of California

**AUG 20, 2020**

**This Space For Office Use Only**

**IMPORTANT — Read instructions before completing this form.**

**Filing Fee – \$20.00**

**Copy Fees –** First page \$1.00; each attachment page \$0.50;  
Certification Fee - \$5.00 plus copy fees

**1. Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

PUMPMAN, LLC

**2. 12-Digit Secretary of State File Number**



**3. State, Foreign Country or Place of Organization** (only if formed outside of California)

CALIFORNIA

**4. Business Addresses**

a. Street Address of Principal Office - Do not list a P.O. Box 600 Madison Avenue	City (no abbreviations) New York	State NY	Zip Code 10022
b. Mailing Address of LLC, if different than item 4a 600 Madison Avenue	City (no abbreviations) New York	State NY	Zip Code 10022
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 5020 Bleecker Street	City (no abbreviations) Baldwin Park	State CA	Zip Code 91706

**5. Manager(s) or Member(s)**

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
b. Entity Name - Do not complete Item 5a PumpMan Intermediate Holdings, LLC			
c. Address 600 Madison Avenue	City (no abbreviations) New York	State NY	Zip Code 10022

**6. Service of Process** (Must provide either Individual **OR** Corporation.)

**INDIVIDUAL** – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is <b>not</b> a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is <b>not</b> a corporation) - <b>Do not enter a P.O. Box</b>	City (no abbreviations)	State CA	Zip Code

**CORPORATION** – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b C T CORPORATION SYSTEM (C0168406)
--

**7. Type of Business**

a. Describe the type of business or services of the Limited Liability Company Pump system maintenance
--

**8. Chief Executive Officer, if elected or appointed**

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

**9. The Information contained herein, including any attachments, is true and correct.**

08/20/2020

Kelly Lettmann

Power of Attorney

Date

Type or Print Name of Person Completing the Form

Title

Signature

**Return Address (Optional)** (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: [ ]

Company:

Address:

City/State/Zip: [ ]

**REQUIRED INFORMATION FORM – TO BE COMPLETED BY BIDDER**

**VENDOR CONTACT INFORMATION**

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

Contact Name: Matthew Conway

Contact Direct Phone: 626 664-0931

Contact Fax: 626 939-0346

Contact E-mail: matthew.conway@pumpman.com

**VENDOR'S EMPLOYEES**

Specify the number of current full-time employees residing in Long Beach 2

**GUARANTEE / WARRANTY**

Rain Bird pumps have a specified certification, start-up, and calibration process that is inherent in the purchase of the pump. Supplier shall be the main contact for the City to initiate this process with the Rain Bird manufacturer representative.

Minimum warranty required for defects in pump, motor, or both is 12 months. Please state warranty.

Pump 12 Months

Motor 12 Months

**PAYMENT TERMS**

Net-30; 0 % discount in 0 days.

**MISCELLANEOUS ITEMS**

Miscellaneous items not listed herein may be purchased by the City from the successful bidder providing no purchase exceeds \$2,500.00 per order.

Percent Discount on Miscellaneous Items: 15 % off list



City of Long Beach

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Department of Financial Management  
Purchasing Division  
411 W Ocean Blvd. 6<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6200

April 15, 2021

**NOTICE TO PROPOSERS**

**ADDENDUM NO. 1:**

**ITB PR20-066 (REBID)  
Irrigation, Water, & Sewage Pumps**

**This addendum changes and supersedes the language in the original ITB. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.**

**The City would like to make the following corrections:**

**1. Revised Timeline:**

**Bid Due Date: Tuesday, April 22, 2021 at 11:00 am (Pacific Time)**

**The questions and answers are as follows:**

1. Q: Please confirm that pages 1 & 2 are the signed bid cover page?

A: Page 1 is the bid cover page.

2. Q: DO we need to get pages 1 & 2 notarized if our business is in California?

A: No. All signatures must be notarized for all companies located outside the state of California.

3. Q: Do you have a list of job site locations?

A: Upland Parks has numerous sites, and Tidelands sites are Rainbow Harbor & Rainbow Lagoon.

4. Q: For the sewage pits, what is the scope of work required? Do you want to have the pit tested, emptied, cleaned, and have the flats replaced yearly?

A: Tideland parks will have pits cleaned prior to services

Addendum #1 – RFP No. FM20-022

5. Is the vendor section page 21?

A: Yes, the vendor section is on Page 21.

6. For the turbines we will replace motor oil yearly, but do you want us to replace the packing as well just adjust as needed?

A: Only as needed.

7. Will we need any special equipment or certification to perform necessary maintenance? (Confined space/pump truck/ crane, etc.)

A: Maintenance is not part of this ITB and is therefore not required. Some locations may be in a confined space and/or require crane.

8. Regarding Item 8/Exhibit 8 of the above solicitation, the information provided is not sufficient to quote the listed pump. Please provide the fluid being pumped, the average, minimum/maximum flow, suction lift (if any) and expected back pressure the pup will be working against.

A: Fluid being pump is Sewer/Black Water and the average minimum/maximum flow is 55/80 GPM, suction life "if any" 29ft.

i. If this is a direct replacement pump, please provide the serial number for the existing pump.

A: Model No.900R, Serial No.P2985 is the existing pump.

9. Is there a possibility to do a job walk?

A: A job walk cannot be accommodated at this time.

10. Regarding line item #15, can you clarify if this is dry or wet pit installations?

A: Wet pit installation applies to line item #15.

i. Do you also have some AS built drawings? Model 3201 is wide in scope and was requesting additional information.

A: 208V-3-60HZ 3.7KW-5HP 1730RPM, MODEL # 3201.095 SERIAL #3201.095-5014

PREPARED BY: James Vazquez, Buyer I

ACKNOWLEDGED BY: Pumpman LLC  
Company Name

Elton Link  
Print Name

General Manager  
Title

[Signature]  
Signature

4/21/21  
Date



City of Long Beach

Department of Financial Management  
Purchasing Division  
411 W Ocean Blvd. 6<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6200

May 12, 2021

NOTICE TO PROPOSERS

ADDENDUM NO. 2:

**ITB PR20-066 (REBID)  
Irrigation, Water, & Sewage Pumps**

**This addendum changes and supersedes the language in the original ITB. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.**

**The City would like to make the following corrections:**

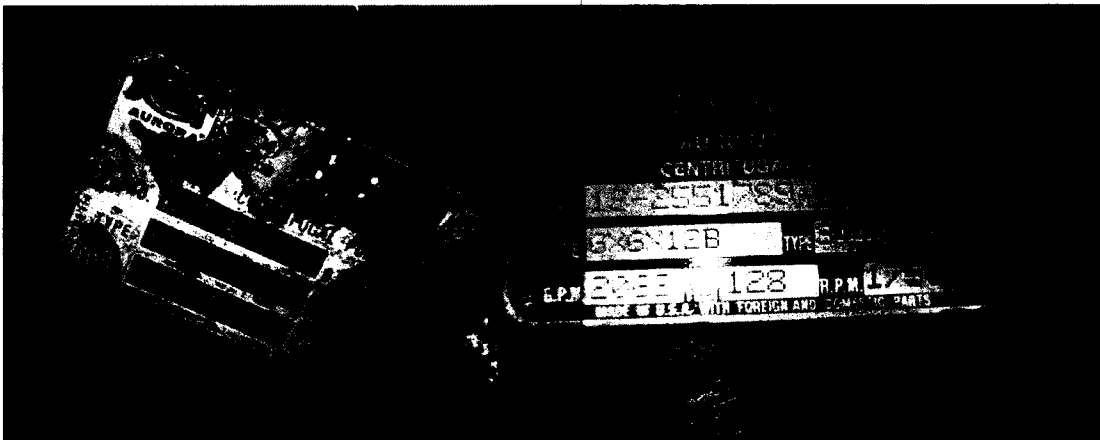
**1. Revised Timeline:**

**Bid Due Date: Wednesday, May 19, 2021 at 11:00 am (Pacific Time)**

**The questions and answers are as follows:**

1. Q: Items #9 and Item #10 need to have more descriptive conditions or a pump tag for an exact replacement. Please confirm which model, GPM, TDH and voltage/phase of motor required. The information provided in the exhibit is just manufacture catalog information. The series and model number have such a huge range of products.

A) Motor tag photo attached for item 9 & Motor tag photo attached for item 10.



Addendum #2 ITB PR20-077 (Rebid)

**PENTAIR pump 1**

NO. 98-03299  
TYPE. 364A SF  
SIZE. 8x10x15  
GPM. 2820  
HEAD FEET. 440  
RPM. 1750

**pump 2**

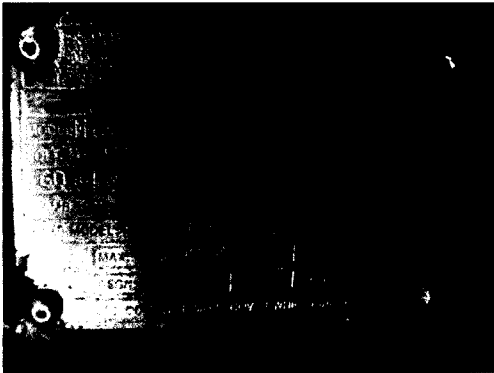
NO. 18-2551789  
TYPE. 344A BF  
SIZE. GX6X12B  
GPM. 2068  
HEAD FEET. 128  
RPM. 1750

**ITEM 10**

NO. 98-05479  
TYPE. 411 BF  
SIZE. 10x12x15B GPM. 4400  
HEAD FEET. 50  
RPM. 1175

2) Q: Item #11 need the same clarity as the above Item #9 and Item #10.

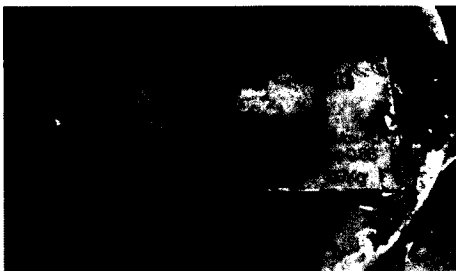
A) Motor tag photo attached  
Submersible Wastewater pump motor 13799  
MODEL. M130/6-3Y.60 03500760  
SERIAL. 1627  
VOLTS. 460  
HP. 17.4  
RPM. 1150  
GPM. 2898.7  
HEAD FEET. 45.9



3)Q: Item #15 per the addendum is still incorrect. Per the manufacturer: Model 3201. 095 is not correct , this is much larger pump having HP 45-60 HP Motors .

A)Motor tag photo attached  
208V-3-60HZ 3.7KW-5HP 1730RPM  
MODEL # 3102.095 SERIAL #3201.095-5014

- This should be 3102 Models which has 5 HP motors. I will check if we can identify using the 3102.095-5014 and not the 3201. ( The Standard to Check is based on Serial #. Example only: 3102.095-0140005)





Addendum #2 ITB PR20-077 (Rebid)

PREPARED BY: James Vazquez, Buyer I

ACKNOWLEDGED BY: PumpMan LLC  
Company Name

Elton Link

Print Name

*Elton Link*

Signature

General Manager

Title

05/12/2021

Date

Bid Results for Project Irrigation, Water, and Sewage Pump Replacement (REBID) (ITB PR20-066 (REBID))

Issued on 03/24/2021

Bid Due on May 19, 2021 11:00 AM (Pacific)

Exported on 09/09/2021

VendorID	Company Name	Address	Address 2	City	State	Contact	Phone	Fax	Email	Vendor Type
198880	PumpMan	5020 Bleecker Street		Baldwin Park		Trap Mchp	626-939-01	626-939-01	bids@pumpmar	NONE

Respondee	Respondee	Respondee Phone	Respondee Email
Matthew C Sales		626-664-0931	matthew.conway@pumpman.com

Bid Format Submitted	Delivery Method	Responsive	Status	Confirmation #
Electronic	May 19, 20 Planet Bids/		Submitted	251116

Respondee Buyer Comment

Attachments

File Title	File Name	File Type
City of Long	City of Long	Response File

Line Items

Discount Tr no discount

Item Num	Section	Item Code	Description	Unit of Me	Manufact	BrandSpec	DeliveryLoc	Quantity	Unit Price	Line Total	Discount	Line Pric	Response
1	Pumps	SMEFPTSVM51GR	See Exhibit #1 Misc Pur	EA	Rainbird	See Exhibit 1		1	\$0.00	\$0.00		\$0.00	No
2	Pumps	SMEFPTSVT1SM	See Exhibit #2 Misc Pur	EA	Rainbird	See Exhibit 2		1	\$0.00	\$0.00		\$0.00	No
3	Pumps	M1D7.5NoG000085FF 3 - CR 20-3 - 3x480	See Exhibit #3 Booster	EA	Rainbird	See Exhibit 3		1	\$39,877.32	\$39,877.32		\$39,877.32	Yes
4	Pumps	M1D010N0G000085F F3-CR 20-4 - 3x480	See Exhibit #4 Booster	EA	Rainbird	See Exhibit 4		1	\$41,432.99	\$41,432.99		\$41,432.99	Yes
5	Pumps	M1D015N0G000085F F3-CR 32-4-2 - 3x480	See Exhibit #5 Booster	EA	Rainbird	See Exhibit 5		1	\$43,437.54	\$43,437.54		\$43,437.54	Yes
6	Pumps	M1D015N0G000085F F3-CR 32-4-2 - 3x480	See Exhibit #6 Booster	EA	Rainbird	See Exhibit 6		1	\$43,437.54	\$43,437.54		\$43,437.54	Yes
7	Pumps	CVT051920505A	See Exhibit #7 (or appri	EA	Rainbird	See Exhibit 7		1	\$61,425.57	\$61,425.57		\$61,425.57	Yes
8	Pumps	900 Series / M55-HP	See Exhibit #8 (or appri	EA	Rotho	See Exhibit 8		1	\$27,535.59	\$27,535.59		\$27,535.59	Yes
9	Pumps	Pentair Aurura 410 Series	See Exhibit #9 (or appri	EA	Pentair	See Exhibit 9		1	\$33,881.73	\$33,881.73		\$33,881.73	Yes
10	Pumps	Pentair Aurura 341A, 342A, 344A	See Exhibit #10 (or app	EA	Pentair	See Exhibit 10		1	\$100,309.98	\$100,309.98		\$100,309.98	Yes
11	Pumps	ABS Submersible	See Exhibit #11 (or app	EA	ABS	See Exhibit 11		1	\$0.00	\$0.00		\$0.00	No
12	Pumps	Baldor EM2551T	See Exhibit #12 (or app	EA	Baldor	See Exhibit 12		1	\$4,570.03	\$4,570.03		\$4,570.03	Yes
13	Pumps	Baldor EM2552T-4	See Exhibit #13 (or app	EA	Baldor	See Exhibit 13		1	\$5,859.36	\$5,859.36		\$5,859.36	Yes
14	Pumps	Baldor EM2559T-4	See Exhibit #14 (or app	EA	Baldor	See Exhibit 14		1	\$6,368.57	\$6,368.57		\$6,368.57	Yes
15	Pumps	Flygt 3102	See Exhibit #15 (or app	EA	Xylem	See Exhibit 15		1	\$12,861.10	\$12,861.10		\$12,861.10	Yes
										Subtotal		\$420,997.32	\$420,997.32
										Total		\$420,997.32	\$420,997.32

Line Items for Project Irrigation, Water, and Sewage Pump Replacement (REBID) (ITB PR20-066 (REBID))

Issued on 03/24/2021

Bid Due on May 19, 2021 11:00 AM (Pacific)

Exported on 09/09/2021

Item Num	Section	ItemCode	ItemType	ItemDesc	UnitOfMea	Quantity	Reference	Manufactu	ModelNum	Brand Req	BrandSpec	DeliveryLoc
1	Pumps	SMEFPTSVMS1GR		See Exhibit	EA		1	Rainbird			See Exhibit 1	
2	Pumps	SMEFPTSVT1SM		See Exhibit	EA		1	Rainbird			See Exhibit 2	
3	Pumps	M1D7.5NoG00008SFF		See Exhibit	EA		1	Rainbird			See Exhibit 3	
4	Pumps	M1D010N0G00008SFF		See Exhibit	EA		1	Rainbird			See Exhibit 4	
5	Pumps	M1D015N0G00008SFF		See Exhibit	EA		1	Rainbird			See Exhibit 5	
6	Pumps	M1D015N0G00008SFF		See Exhibit	EA		1	Rainbird			See Exhibit 6	
7	Pumps	CVT051920505A		See Exhibit	EA		1	Rainbird			See Exhibit 7	
8	Pumps	900 Series / M55-HP		See Exhibit	EA		1	Rotho			See Exhibit 8	
9	Pumps	Pentair Aurura 410 Ser		See Exhibit	EA		1	Pentair			See Exhibit 9	
10	Pumps	Pentair Aurura 341A, 3		See Exhibit	EA		1	Pentair			See Exhibit 10	
11	Pumps	ABS Submersble Sewag		See Exhibit	EA		1	ABS			See Exhibit 11	
12	Pumps	Baldor EM2551T		See Exhibit	EA		1	Baldor			See Exhibit 12	
13	Pumps	Baldor EM2552T-4		See Exhibit	EA		1	Baldor			See Exhibit 13	
14	Pumps	Baldor EM2559T-4		See Exhibit	EA		1	Baldor			See Exhibit 14	
15	Pumps	Flygt 3102		See Exhibit	EA		1	Xylem			See Exhibit 15	



September 22, 2021

Attn: **James Vazquez**  
Buyer I, Procurement Services Division

**Financial Management | Business Services Bureau**  
411 W Ocean Blvd, 6<sup>th</sup> Floor | Long Beach CA, 90802  
FM 562-570-5384 | Fax: 562-570-5099

Dear Mr Vazquez,

This letter is to confirm that Mr. Elton Link the General Manager of PumpMan based in Baldwin Park, CA dba PumpManSoCal, has the authority to sign contracts for the company with the City of Long Beach, CA. Please feel free to contact me in the event you have any additional questions.

Respectfully,

Donald Devine  
PumpMan Holdings LLC  
Chief Executive Officer  
160 Pehle Avenue Suite 307  
Saddle Brook, NJ. 07663