

BID NUMBER ITB ER 22-020
TO: CITY OF LONG BEACH
CITY CLERK
ATTN: AHMED ALI
411 W. Ocean Blvd/Plaza Level
Long Beach, CA 90802



INVITATION TO BID

FURNISH AND DELIVER PE PIPE & FITTINGS

CONTRACT NO. **36463**

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: Pomona, CA. 91766 ON THE 1st DAY OF March, 20 22
CITY STATE MONTH

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

STREET ADDRESS: 2902 E 29th ST CITY: Long Beach STATE: CA ZIP: 90806

PHONE: 562-989-1404 FAX: 562-997-3816

S/ [Signature] Director
(SIGNATURE) (TITLE)

Dan Poppen dan.poppen@ferguson.com
(PRINT NAME) (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 [Signature] Director of Financial Management

12/28/22
Date

APPROVED AS TO FORM

CHARLES PARKIN
CITY ATTORNEY

[Signature]
Deputy

BID NUMBER ITB ER 22-020

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 VA
Partnership ☐ State of _____
General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

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.

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, 5th floor, City Hall, 411 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: AHMED ALI
 411 W. OCEAN BLVD/PLAZA LEVEL
 LONG BEACH CA 90802

BID DUE DATE: MARCH 3, 2022

TIME: 11:00 am

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

<u>AHMED ALI</u>	<u>(562) 570-6123</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:

INSTRUCTIONS TO BIDDERS

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.

CONTRACT – GENERAL CONDITIONS

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 Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability 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

CONTRACT – GENERAL CONDITIONS

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. Such insurance shall not exclude XCU (explosion, underground, and collapse) perils, sudden and accidental pollution and cleanup liability, or mobile equipment.

- (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 Contractor's and its insurer's right of subrogation against **the City of Long Beach and its boards, officials, employees, and agents**.
- (c) Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol 1 ("all autos").
- (d) Excess liability insurance on a following form basis insurance in excess of the coverage provided by (a), including additional insured coverage for (a) only, in an amount not less than Four Million Dollars (\$4,000,000) per claim and in aggregate.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect **City of Long Beach, its Boards, and their 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 twenty (20) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City 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 City 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 three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement.

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.

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.

CONTRACT – GENERAL CONDITIONS

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.

PROJECT OVERVIEW

The City of Long Beach Energy Resources Department (ER) is seeking a vendor to furnish and deliver Performance and JM Eagle/US Poly Manufacturers polyethylene (PE) plastic pipes and fittings to the City.

BID TIMELINE – All times are Pacific Time

Bid release date:	02/03/2022
Questions due:	02/10/2022 by 11:00AM
Response from City to bidder:	02/24/2022 by 11:00AM
Bid due date:	03/03/2022 by 11:00AM

BID SUBMISSION INSTRUCTIONS:

Please read these instructions carefully. If you do not submit a complete Bid, the City may determine that your Bid is non-responsive, in which case the City will reject your Bid.

BID SUBMITTAL CHECKLIST

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items may be deemed non-responsive, in which case their bids may be rejected.

Both Electronic and Hard Copies:

- _____ Bid Cover Page (signed and dated)
- _____ California All Purpose Acknowledgment Notarized (if applicable)

Electronic Copies:

- _____ Attachment A, Debarment Certification Form (signed and dated)
- _____ Attachment B, Reference List
- _____ Attachment C, W-9 Form signed
- _____ Attachment D, Equal Benefits Ordinance – EBO (signed and dated) and questionnaire
- _____ Attachment E, California Secretary of State Certification Print-Out
- _____ Attachment F, Local Vendor Preference
- _____ Bidder Required Information Form (Page 18)

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.

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>

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below, BY MAIL ONLY:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Ahmed Ali
411 West Ocean Boulevard, Plaza Level
Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope or box as follows:

ITB ER 22-020 FURNISH AND DELIVER PE PIPE & FITTINGS

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, 03/03/2022. Bids and required hard copy forms that do not arrive 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 ATTN: AHMED ALI 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 B**.

Addenda Acknowledgement

All Addenda issued before the time Bids are due shall form a part of the Contract Documents. It is the Bidders' responsibility to determine what Addenda are issued. Bidders may do so by referring to the City's online purchasing website, www.longbeach.gov/purchasing. The City will deem any Bid that fails to acknowledge all Addenda to be non-responsive. Bidders must acknowledge the Addenda in writing on the form "Addenda Acknowledgement".

AWARD

The City prefers to award to a single contractor but reserves the right to award contracts to 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 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

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 (5th) 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 (3rd) 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 filing a Government Code Claim or initiation of legal proceedings.

BOND PROVISIONS

Not applicable.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Not applicable.

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 E**. Please include a printout of your business entity from the website.

INSURANCE

See Requirements on page 9, Section 30.

CONTRACT PERIOD

The Contract term shall be twelve (12) 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 four additional periods of one year each in accordance with terms and conditions stated herein.

EXTENSION OPTION:

This Contract is subject to extension for four 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.

No price increases will be allowed during the first twelve-month contract period.

Price changes after the base period shall be negotiated, but shall not exceed the most recent available month for the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim, CA area published by the Bureau of Labor Statistics (BLS) of the U.S. Department of Labor.

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.

DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding anything to the contrary in these Specifications or in the Purchase Order, 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.

PAYMENT REQUIREMENTS

Contractor shall submit upon delivery or pick-up of each order an invoice describing each item purchased. Cost of each item shall be indicated as per unit of measurement less the discount offered in the Bid Section items. The City's Blanket Purchase Order and stockroom tracking number must be placed on all invoices.

INVOICE

Contractor shall submit an original plus two copies of the Invoice, on Contractor's business form. It shall list the Contractor's individual invoice number City of Long Beach purchase order number and cost for each item, along with a total invoice price.

PRICE AGREEMENT CONDITIONS

Prices charged to the City shall be based on percentage discounts from Manufacturer's Price Lists. Percentage discounts shall remain firm for the duration of the Contract, but the Manufacturer's Price Lists may be subject to fluctuation in accordance with changes issued by the Manufacturer. Price Lists, which are submitted with bid, must be in effect at time of bid opening and shall not be subject to change for a period of 90 days after bid opening.

If the prices on the Price Lists are raised, the City reserves the right to accept such raises or to cancel such items from the Contract. Contractor shall immediately notify the City of such price increase and shall immediately give to the City the benefit of any decline in prices on the Manufacturer's effective date of such decline. Changes in price shall be effective on the date the notice of change is received by the City Purchasing Division, or at a later date designated by the Contractor. Increases in Price Lists shall not be retroactive.

ADEQUATE STOCK

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 items.

WORKMANSHIP

Pipe, tubing and fittings shall be homogenous throughout and free of visible cracks, holes, foreign inclusions, blisters, dents or other injurious defects. The pipe, tubing, and fittings shall be as uniform as commercially practicable in color, opacity, density and other physical properties.

RESOLUTION OF CONFLICTS

The use of ASTM standard specification references without a year designation implies the most current applicable specification. In the event this specification conflicts with the specification referenced in CFR Title 49, Part 192, the requirements of CFR Title 49, Part 192 shall prevail.

QUALITY CONTROL

Quality Control shall be in accordance with the requirements given in ASTM D2513 including applicable annexes

DELIVERY REQUIREMENTS

All deliveries shall be made F.O.B. to destinations specified by the City.

Deliveries shall be made within thirty-six (36) hours after receipt of verbal, faxed, written or electronic order from the City.

For infrequent special-order parts and accessories not normally obtainable within (36) hours in the Los Angeles area, notification of estimated time of arrival must be given to City as soon as possible.

Back ordered stock parts must be delivered within ten (10) working days after date of receipt of initial order unless other arrangements are made.

A packing slip that includes unit and extended pricing shall accompany all deliveries. In the event the item delivered is drop shipped from the manufacturer or another location, an invoice will be delivered personally or electronically within 24 hours after the drop ship with the City's Purchase Order and stockroom's tracking number on the invoice.

BIDDER 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: _____

Contact Direct Phone: _____

Contact Fax: _____

Contact E-mail: _____

VENDOR'S EMPLOYEES

For statistical purposes only, please provide the following information below regarding your company's employees. Specify the number of current full-time employees residing in Long Beach _____.

BID SPECIFICATIONS

GENERAL REQUIREMENTS

All polyethylene (PE) pipe, tubing and fittings furnished under this specification shall conform to all applicable provisions and requirements of the latest revision of the U.S. Department of Transportation Pipeline Safety Regulations Code of Federal Regulations title 49, Part 192, Transportation of Natural or Other Gases by Pipeline, paragraph 192.63. Manufacturers approved to supply PE 2406/2708 pipe for use in Long Beach Energy Resources gas distribution system are Performance Pipe, a division of Chevron Phillips Chemical Company LP, and JM Eagle.

PIPE AND TUBING

The following medium density polyethylene pipe sizes are approved for use in the City of Long Beach Energy Resources (LBER) gas distribution system:

Nominal Pipe Size	Dimension Ratio	Outside Diameter (inches)	Minimum Wall Thickness (in.)	Amount
½" IPS	9.3	0.840	0.090	\$ To be completed electronically
¾" IPS	11.0	1.050	0.095	\$ To be completed electronically
¾" IPS	11.0	1.050	0.095	\$ To be completed electronically
1" IPS	11.0	1.315	0.119	\$ To be completed electronically
1 ¼"	11.0	1.660	0.116	\$ To be completed electronically
1 ¼"	11.0	1.660	0.116	\$ To be completed electronically
2"	11.0	1.660	0.116	\$ To be completed electronically
2"	11.0	2.375	0.216	\$ To be completed electronically
1 ¼"	11.0	1.660	0.116	\$ To be completed electronically
2"	11.0	2.375	0.216	\$ To be completed electronically
3"	11.0	3.500	0.318	\$ To be completed electronically
4"	11.5	4.500	0.391	\$ To be completed electronically
6"	11.5	6.625	0.576	\$ To be completed electronically
8"	11.5	8.625	0.750	\$ To be completed electronically

All PE 2406/2708 (yellow) polyethylene pipe to be furnished shall be **new and unused, of domestic manufacture and free from all defects with expiration date printed on pipe**. The pipe shall be manufactured, tested and marked in strict conformance with the requirements ASTM D 2513, D3261 for Plastic Pipe.

FITTINGS

All polyethylene pipe fittings shall be PE 2406/2708 manufactured in accordance with ASTM 2513 standards and marked on the body or hub. Fittings shall be Performance Pipe fittings or JM Eagle fittings, or equal with prior approval from LBER.

Fusion 45° Ell

Fusion 45° ells for offsets shall be molded in the following sizes:

Size	Dimension Ratio	Amount
4" BUTT	11.0/11.5	\$ To be completed electronically
6" BUTT	11.0/11.5	\$ To be completed electronically
8" BUTT	11.0	\$ To be completed electronically

BID SPECIFICATIONS

Fusion 90° Ell

Fusion 90° ells for offsets shall be molded in the following sizes:

Size	Dimension Ratio	Amount
2" SOCKET	11.0/11.5	\$ To be completed electronically
4" BUTT		\$ To be completed electronically
6" BUTT		\$ To be completed electronically
8" BUTT		\$ To be completed electronically
	11.0	

Fusion Tees

Fusion tees for branch connections shall be molded in the following sizes:

Size	Dimension Ratio	Amount
¾" SOCKET IPS	11	\$ To be completed electronically
1" SOCKET IPS		\$ To be completed electronically
1-1/4" SOCKET IPS		\$ To be completed electronically
2" BUTT		\$ To be completed electronically
2" SOCKET	11 / 11.5	\$ To be completed electronically
4" BUTT		\$ To be completed electronically
6" BUTT	11 / 11.5	\$ To be completed electronically
8" BUTT	11	\$ To be completed electronically

Branch Saddles

Branch saddles shall have a rectangular base with butt fusion outlet in the following sizes:

Size	Dimension Ratio	Amount
4" x 2"	11.0	\$ To be completed electronically
6" x 2"	11.0	\$ To be completed electronically
8" x 2"	11.0	\$ To be completed electronically

Socket Fusion Couplings

Socket fusion couplings shall be molded in the following sizes:

Size	Dimension Ratio	Amount
¾" SOCKET IPS		\$ To be completed electronically
1" SOCKET IPS		\$ To be completed electronically
1-¼" SOCKET IPS		\$ To be completed electronically
2" SOCKET IPS		\$ To be completed electronically

BID SPECIFICATIONS

Fusion Reducers

Fusion reducers shall be molded in the following sizes:

Size	Dimension Ratio	Amount
1" x ¾" SOCKET IPS		\$ To be completed electronically
1-¼" x ¾" SOCKET IPS		\$ To be completed electronically
1-¼" x 1" SOCKET IPS		\$ To be completed electronically
2" x ¾" SOCKET IPS		\$ To be completed electronically
2" x 1" SOCKET IPS		\$ To be completed electronically
2" x 1-¼" SOCKET IPS		\$ To be completed electronically
4" x 2" BUTT	11.0 x 11.0	\$ To be completed electronically
6" x 4" BUTT	11.0 x 11.0	\$ To be completed electronically
8" x 6" BUTT	11.0 x 11.0	\$ To be completed electronically

End Caps

Fusion end caps shall be molded in the following sizes:

Size	Dimension Ratio	Amount
¾" SOCKET IPS		\$ To be completed electronically
1" SOCKET IPS		\$ To be completed electronically
1-¼" SOCKET IPS		\$ To be completed electronically
2" SOCKET IPS		\$ To be completed electronically
4" BUTT	11.0/11.5	\$ To be completed electronically
6" BUTT	11.0/11.5	\$ To be completed electronically
8" BUTT	11.0	\$ To be completed electronically

Punch (Tapping) Tee

Tapping tees (service connection tees) shall have a rectangular base with socket outlet in the following sizes:

Size	Amount
2" x ¾" IPS	\$ To be completed electronically
2" x 1" IPS	\$ To be completed electronically
2" x 1-¼" IPS	\$ To be completed electronically
4" x ¾" IPS	\$ To be completed electronically
4" x 1" IPS	\$ To be completed electronically
4" x 1-¼" IPS	\$ To be completed electronically
6" x ¾" IPS	\$ To be completed electronically
6" x 1" IPS	\$ To be completed electronically
6" x 1-¼" IPS	\$ To be completed electronically
8" x ¾" IPS	\$ To be completed electronically
8" x 1" IPS	\$ To be completed electronically
8" x 1-¼" IPS	\$ To be completed electronically

BID SPECIFICATIONS

High Volume Punch (Tapping) Tee

High volume tapping tees as specified below:

Size	Dimension Ratio	Amount
4" x 2" IPS	11.0	\$ To be completed electronically
6" x 2" IPS	11.0	\$ To be completed electronically
8" x 2" IPS	11.0	\$ To be completed electronically

Excess Flow Valve

Excess Flow Valve (EFV) must comply with Department of Transportation (DOT) Part 192.381, ASTM F 2138 and MSS SP-115. Excess Flow Valves Tested to, or in accordance with ASTM F 1802.

3/4" IPS SDR 11	1" IPS SDR 11	1-1/4" IPS SDR 11	2" IPS SDR 11
Model	Model	Model	Model
Series 1100	Series 1100	Series 1100	-
Series 1800	Series 1800	Series 1800	-
Series 2600	Series 2600	Series 2600	-
-	-	Series 5500	Series 5500
-	-	-	Series 10000

Size	Standard Dimension Ratio	Amount
3/4" IPS	11	\$ To be completed electronically
1" IPS	11	\$ To be completed electronically
1-1/4" IPS	11	\$ To be completed electronically
2" IPS	11	\$ To be completed electronically

EXHIBIT “A”

PRICING

Bid Results

Bidder Details

Vendor Name	FERGUSON
Address	2750 South Towne Ave Pomona, California 91766 United States
Respondee	Ron Luman
Respondee Title	Public Sector Business Development Manager
Phone	951-232-3243
Email	ron.luman@ferguson.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	03/02/2022 3:04 PM (PST)
Delivery Method	Online 3/2/2022 4:00 PM
Bid Responsive	
Bid Status	Submitted
Confirmation #	282622

Respondee Comment

Buyer Comment

Attachments

File Title

File Name

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price
PE Coiled Pipe						
1	6585801939		PIPE, POLYETHYLENE (PE) 2406/2708, 1/2" IPS COILED (PERFORMANCE AND/OR JM/EAGLE/US POLY)	FT	500	
2	6585801940		PIPE, POLYETHYLENE (PE)2406/2708 3/4" IPS COILED (500' ROLLS) (PERFORMANCE AND/OR JM/EAGLE/US POLY)	FT	500	\$0.53
3	6585801941		PIPE, POLYETHYLENE 2406, 3/4 INCH, IPS, COILED. (PERFORMANCE AND/OR JM/EAGLE/US POLY) (ORDER IN 250 COILS)	FT	130000	\$0.53
4	6585801942		PIPE, POLYETHYLENE 2406, 1 INCH, IPS. (PERFORMANCE AND/OR JM/EAGLE/US POLY) COILED.	FT	15000	\$0.84
5	6585801943		PIPE, POLYETHYLENE 2406, 1-1/4 INCH, IPS, (PERFORMANCE AND/OR JM/EAGLE/US POLY) COILED	FT	3000	\$1.06
6	6585801944		PIPE, POLYETHYLENE (PE) 2406/2708, 1-1/4", IPS, SDR-10.0 COILED (500' PKG) (PERFORMANCE AND/OR JM/EAGLE/US POLY)	FT	20	\$1.04
7	6585801945		PIPE, POLYETHYLENE 2406, 2 INCH, IPS, (PERFORMANCE AND/OR JM/EAGLE/US POLY) COILED	FT	70000	\$1.33
8	6585801947		PIPE POLYETHYLENE PE 2406/2708 2" IPS SDR-11.0 COILED. (1500 ft. coils)(PERFORMANCE AND/OR US POLY MANUFACTURES)	FT	3000	\$1.36
9	6585802949		PIPE POLYETHYLENE (PE2406/2708) 1-1/4" IPS SDR 11.0 20' PER STICK (PERFORMANCE AND/OR JM EAGLE/US POLY MANUFACTURES)	FT	3000	
PE Stick Pipe						
10	6585802950		PIPE, POLYETHYLENE (PE), 2 INCH. IPS, SDR 11.5, 20/40 FT. STICKS (PERFORMANCE AND/OR JM/EAGLE/US POLY)	FT	1000	\$1.28
11	6585802951		PIPE, POLYETHYLENE (PE), 3 INCH. IPS, SDR 11.5, 40 FT. STICKS. (PERFORMANCE AND/OR JM/EAGLE/US POLLY)	FT	500	\$2.66
12	6585802952		PIPE, POLYETHYLENE (PE), 4 INCH. IPS, SDR 11.5, 40 FT. STICKS.	FT	15000	\$4.33
13	6585802953		PIPE, POLYETHYLENE (PE), 6 INCH. IPS, (PERFORMANCE AND/OR JM/EAGLE/US POLY) SDR 11.5, 40 FT. STICKS.	FT	7000	\$9.42
14	6585802954		PIPE, POLYETHYLENE, (PE), 8 INCH. (PE2406/2708), 8 INCH, IPS, SDR 11.5, 40 FT PER STICK,(PERFORMANCE AND/OR JM EAGLE/US POLY MANUFACTURES)40 FT. STICKS)	FT	1000	\$16.0
PE Socket Fusion End Caps						
15	6592711078		CAP, END, SOCKET, 1/2 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	30	\$3.88
16	6592711080		CAP, END, SOCKET, 3/4 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	400	\$1.39
17	6592711082		CAP, END, SOCKET, 1 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	80	\$2.28
18	6592711084		CAP, END, SOCKET, 1-1/4 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	20	\$0.84
19	6592711086		CAP, END, SOCKET, 2 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	100	\$3.27
20	6592711088		CAP, END, SOCKET, 3 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	10	\$9.94
PE Butt Fusion End Caps						
21	6592712096		CAP, BUTT FUSION, 4 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	20	\$17.0
22	6592712097		CAP, BUTT FUSION, 6 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	20	\$24.8

36	6594115929	ELBOW, SOCKET FUSION, 90 DEGREE, 3/4 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	500	\$2.16
37	6594115930	ELBOW, SOCKET FUSION, 90 DEGREE, 1 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	80	\$2.27
38	6594115931	ELBOW, SOCKET FUSION, 90 DEGREE, 1-1/4 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	25	\$2.88
39	6594115933	ELBOW, SOCKET FUSION, 90 DEGREE, 2 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	70	\$5.77
PE Butt Fusion 90 Elbows					
40	6594117935	ELBOW, BUTT FUSION, 90 DEGREE, 4 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	25	\$14.3
41	6594117936	ELBOW, BUTT FUSION, 90 DEGREE, 6 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	5	\$36.2
PE Butt Fusion 45 Elbows					

Item #	Item Code	Type	Item Description	UOM
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42	6594118947	ELBOW, BUTT FUSION, 45 DEGREE, 4 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	2
43	6594118948	ELBOW, BUTT FUSION, 45 DEGREE, 6 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	5
PE Socket Fusion Reducers				
44	6596509929	REDUCER, SOCKET FUSION, 3/4 X 1/2 INCH, IPS, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).	EA	1
45	6596509930	REDUCER, SOCKET FUSION, 1 X 3/4 INCH, IPS, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).	EA	1
46	6596509931	REDUCER, SOCKET FUSION, 1-1/4 X 3/4 INCH, IPS, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).	EA	5
47	6596509932	REDUCER, SOCKET FUSION, 1-1/4 X 1 INCH, IPS, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).	EA	1
48	6596509934	REDUCER, SOCKET FUSION, 2 X 1 INCH, IPS, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).	EA	5
49	6596509935	REDUCER, SOCKET FUSION, 2 X 1-1/4 INCH, IPS, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).	EA	1
PE Butt Fusion Reducer				
50	6596510950	REDUCER, BUTT FUSION, 4 X 2 INCH, IPS, SDR 11.0, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).	EA	2
51	6596510954	REDUCER, BUTT FUSION, 6 X 4 INCH, IPS, SDR 11.0, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).	EA	1
PE Socket Fusion Tee				
52	6598513275	TEE, SOCKET FUSION, 3/4 INCH, IPS, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY).	EA	1
53	6598513276	TEE, SOCKET FUSION, 1 INCH, PS, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	2
54	6598513277	TEE, SOCKET FUSION, 1-1/4 INCH, IPS, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	1
55	6598513279	TEE, SOCKET FUSION, 2 INCH, IPS, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	5
PE Socket Fusion Tapping Tee				
56	6598514283	TEE, TAPPING, 1-1/4 X 3/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	1
57	6598514284	TEE, TAPPING, 1-1/4 X 1 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	1
58	6598514290	TEE TAPPING, 2 X 3/4 INCH, SOCKET FUSTION, IPS, SDR 11.0 PE2406, (PERFORMANCE AND/OR JM/EAGLE/US POLY	EA	3
59	6598514291	TEE, TAPPING, 2 X 1 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	5
60	6598514292	TEE, TAPPING, 2 X 1-1/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	3
61	6598514293	TEE, TAPPING, 3 X 3/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	5
62	6598514294	TEE, TAPPING, 3 X 1 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	5
63	6598514296	TEE, TAPPING, 4 X 3/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	1
64	6598514297	TEE, TAPPING, 4 X 1 INCH, SOCKET FUSION, IPS, SDR 11.0, PE 2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	1
65	6598514298	TEE, TAPPING, 4 X 1-1/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	5
66	6598514302	TEE, TAPPING, 6 X 3/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	1
67	6598514304	TEE, TAPPING, 6 X 1-1/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	5
PE Butt Fusion (Hi Volume) Tapping Tee				
68	6598516289	TEE, TAPPING, 2 X 2 INCH, BF, HIGH VOLUME, BUTT FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	5
69	6598516291	TEE, TAPPING, 65M, 4 X 2 INCH, BF, HIGH VOLUME, BUTT FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	5
70	6598516292	TEE, TAPPING, 6 X 2 INCH, BF, HIGH VOLUME, BUTT FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	5
PE Butt Fusion Tee				
71	6598517308	TEE, BUTT FUSION, 4 INCH, IPS, SDR 11/11.5, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)	EA	3

Item #	Item Code	Type	Item Description	UOM	QTY	Unit I
84	6707702117		VALVE EXCESS FLOW (EFV) PE2406 1"X10" MAX HP 79 PSI (UMAC 1800 SERIES, MODEL NO. P58MC, GREEN LABEL)	EA	100	\$47.0
85	6707702118		VALVE EXCESS FLOW (EFV) PE2406, 1-1/4" MAX HP 79 PSI (UMAC 1800 Series)	EA	100	\$36.0
86	6707702125		VALVE EXCESS FLOW (EFV), PE2406, 1" MAX HP 79 PSI (2600) (UMAC 2600 SERIES)	EA	100	\$20.8
87	6707702126		VALVE EXCESS FLOW (EFV), PE2406, 1-1/4" MAX HP 79 PSI (2600)(UMAC 2600 SERIES MODEL)# P58MC PINK LABEL	EA	100	\$48.7
88	6707702135		VALVE, EXCESS FLOW (EFV), PE2406, 1 1/4" X HP 79 PSI (UMAC 5500 SERIES, MODEL NO. P58MC, TURQUOISE LABEL 1 1/4" IP)	EA	100	\$183.
89	6707702136		Valve Excess Flow (EFV), PE2406, 2" Max HP 79PSI (UMAC 5500 SERIES), Mod. No. P58MC, Turquoise Label.	EA	100	\$161.
90	6707702141		Valve Excess Flow (EFV), PE2406, 2", Max HP 79 PSI (UMAC 10000 SERIES) Tan Label SDR 11 EFVB	EA	100	\$424.
91	6707702156		Valve Excess Flow(EFV), PE2406, 4", Max HP 79PSI (UMAC 10000 Series) Tan Label	EA	100	

Line Item Subtotals

Section Title
PE Coiled Pipe
PE Stick Pipe
PE Socket Fusion End Caps
PE Butt Fusion End Caps
PE Socket Fusion Couplings
PE Electofusion Couplings
PE Socket Fusion 90 Elbows
PE Butt Fusion 90 Elbows
PE Butt Fusion 45 Elbows
PE Socket Fusion Reducers
PE Butt Fusion Reducer
PE Socket Fusion Tee
PE Socket Fusion Tapping Tee
PE Butt Fusion (Hi Volume) Tapping Tee
PE Butt Fusion Tee
Ball Valves, Polyethylene (PE)
Excess Flow Valve (EFV)
Grand Total