

BID NUMBER ITB FS 18-100 **REVISED**

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Michelle King

333 West Ocean Boulevard, Lobby Level
Long Beach, California 90802

**INVITATION TO BID **REVISED****

Fire Boat Pump & Engine Replacement,
Haul Out – Vessels #126, 127 & 128

CONTRACT NO. **35100**

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: NEWPORT BEACH, CA ON THE 19 DAY OF JUNE, 20 18.
CITY STATE MONTH

COMPANY NAME: SOUTH COAST SHIPYARD, INC TIN: [REDACTED]

STREET ADDRESS: 223 21st CITY: NEWPORT BEACH STATE: CA ZIP: 92663

PHONE: (949) 675-2837 FAX: _____

S/ [Signature] Pres.
(SIGNATURE) (TITLE)

DETE STEWART
(PRINT NAME)

scsyinc@yahoo.com
(EMAIL ADDRESS)

S/ [Signature] V. Pres.
(SIGNATURE) (TITLE)

JOE STEWART
(PRINT NAME)

JOEY@SOUTHCOASTSHIPYARD.COM
(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

11/18/18
Date

APPROVED AS TO FORM

November 16, 20 18.
CHARLES PARKIN
CITY ATTORNEY

Deputy

BID NUMBER ITB FS 18-100 **REVISED**

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 CA
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	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER	_____ TITLE OR TYPE OF DOCUMENT
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____ </div> <div> <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL </div> </div>	_____ NUMBER OF PAGES
_____ _____	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES): _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be 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, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

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: Michelle King
 333 W OCEAN BLVD/PLAZA LEVEL
 LONG BEACH CA 90802

BID DUE DATE: JUNE 21, 2018

TIME: 11:00 am

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

Michelle King	(562) 570-6020
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 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.

PROJECT OVERVIEW

Fire Boat Pump and Engine Replacement & Hull Out
Vessel's #126 – Exhibit 1, #127 – Exhibit 2 & #128 – Exhibit 3

BID TIMELINE – All times are Pacific Time

Bid release date:	May 24, 2018
Mandatory Pre-Bid Meeting:	May 31, 2018
Questions due to City by:	June 8, 2018 by 11:00 am
Answers due by City:	June 14, 2018 by 11:00 am
Bid due date:	June 21, 2018 by 11:00 am

MANDATORY PRE-BID INSPECTION

A **Mandatory Pre-Bid Inspection** will be held for the purpose of answering questions. Due to the nature of the scope of work and the specific standards required by the City, **no bid will be accepted from a bidder who fails to attend the Pre-Bid Inspection as scheduled. Bidders shall be required to sign-in.**

The vessel will be made available for inspection. This is mandatory and there will not be any further inspections after the date listed below;

Date: May 31, 2018

Time: 10:00 am

Location: 6204 E. 2nd Street, Long Beach, CA 90803

LBFD-Life Guard facility - (under the 2nd street bridge near Davie's Launch Ramp)

Phone Number: 562-570-1583 for directions.

After the pre-bid inspection, there may be additional work, parts, etc. that may need to be added to this bid. If that is the case, an addendum will be issued. Please make sure to be registered at www.longbeach.gov/purchasing. The City has up to three (3) days prior to the closing of the bid to list and addendum.

BID SUBMISSION INSTRUCTIONS:

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 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)
- _____ Reference List (Attachment B)
- _____ W-9 Form (Attachment C)
- _____ Insurance Requirement (Attachment D)
- _____ Equal Benefits Ordinance (Attachment E)

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:

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: Michelle King
333 West Ocean Boulevard, Lobby Level
Long Beach, CA 90802

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

**ITB FS 18-100 *REPLACEMENT* Fire Boat Engine & Replacement & Hull Out.
Vessel's #126, #127 & #128**

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, June 21, 2018. 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: Michelle King 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 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.

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 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.

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).

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.

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: PETE STEWART

Contact Direct Phone: (949) 675-2837

Contact Fax: _____

Contact E-mail: scsyinc@yahoo.com

Number of employees residing in Long Beach _____

Exhibit 1A - Fire Boat #126 Engine Pump & Engine Replacement

COMPLY
YES NO EXCEPTIONS / COMMENTS

<p><u>Instructions:</u></p> <p>State comments and or exceptions in the blank spaces provided for each section regarding the parts or equipment offered corresponding to the specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES WILL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.</p>	✓		
<p><u>General:</u></p> <p>This specification describes new, unused, (or if unavailable, remanufactured) latest model marine diesel engine replacements to be used by the City of Long Beach, Fire Department. The successful bidder shall provide two main engines (including harnesses), two transmissions, one pump and pump engine which shall be completely equipped as specified and be ready for service upon delivery. The pump system will also be modified to eliminate the transmission and run directly from the engine which will require modifications to the cables and pump system.</p> <p>During re-power:</p> <ol style="list-style-type: none"> 1. Clean and paint drive engine and pump engine rooms. 2. Replace/reseal all thru hull fittings in both engine rooms. (3 raw water intakes, fire pump intake, replace dripless packings on both prop shafts) 3. Replace all fuel supply and return lines, Replace existing Racor fuel/water separators with two Racor 75900MAX fuel/water separators. 4. Replace ALL positive and negative battery cables. <p>The units shall comply with the latest editions of the vehicle and administration code of the State of California, SAE standards, Federal Motor Vehicle Safety Standards, provisions of California OSHA</p>	✓		

Exhibit 1A - Fire Boat #126 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
<p>and built in accordance of the National Highway Traffic Administration, U.S. Department of Transportation.</p> <p>The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the successful bidder from the responsibility of furnishing a complete apparatus with all of the manufacturer's latest improvements in the current production unless specifically deleted in the specifications.</p> <p>The apparatus and all components shall be standard, acceptable production items unless otherwise specified.</p> <p>The successful bidder shall have the ability to supply a completed unit.</p> <p>The successful bidder must have been in the business of installation and repair of this type unit for a minimum of five (5) years.</p> <p>Single-source responsibility for all warranties pertaining to the unit's parts and workmanship is the responsibility of the manufacturer</p> <p>The successful bidder will facilitate the transportation from our launching ramp to their dry-dock location for completion of work.</p> <p>The City does not have a location to dry dock this boat.</p> <p><u>BRAND NAMES:</u></p> <p>Whenever in the specifications, if any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent".</p> <p>The contractor may offer any material or process which shall be equal in every respect to that so</p>	✓		

Exhibit 1A - Fire Boat #126 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
indicated or specified, provided however that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified, or one that in the opinion of the City of Long Beach is the equal thereof in every respect.	✓		
<u>HIDDEN DAMAGES</u> For hidden damages, additional work, parts and labor that may be necessary at an additional cost must be approved by a City representative prior to any repairs being made. The City may choose an onsite visual inspection or may defer to digital photographic evidence via email.	✓		
<u>DESCRIPTION:</u> Purchase and installation of two (2) Cummins Marine QSB6.7 355HP main engines (with harnesses), Vessel View 703 engine monitoring, two (2) twin disc MG-5061A (1.50:1 ratio), two (2) Twin Disc EC300 engine controls, one (1) Cummins Marine 4BT3.9M engine to replace the original Cummins 4BT3.9M 150HP pump engine with standard gauge package and single lever morse throttle lever. The pump is also to be replaced with a new unit Please specify if components quoted are New, Rebuilt or Remanufactured.	✓		NEW

Exhibit 1A - Fire Boat #126 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
<u>1- MAIN ENGINES SPECIFICATIONS:</u> a) Replace two Cummins Marine QSB5.9 355HP engines b) Inline 6 cylinder, 4 stroke. c) Vessel View 703 engine monitoring systems d) Turbocharged / after cooled aspiration. e) Direct fuel injection. f) 2800 rated RPM. Please specify type of engines being quoted, new, rebuilt or re-manufactured.	✓		New
<u>2- MAIN ENGINES REMOVAL AND INSTALLATION:</u> a) Clean and paint pump and engine bay b) Replace/reseal all thru hull fittings in both engine rooms (3 raw water intakes, fire pump intake, replace dripless- Packings on both prop shafts). c) Replace all fuel supply and return lines, replace existing Racor fuel water separators with 2 Racor 7590MAX fuel/water separators. d) Remove 2 original Cummins QSB5.9 355HP engines e) Install 2 new Cummins QSB6.7 355HP engines f) Supply and install 2 new wiring harnesses g) Install Vessel View 703 engine monitoring systems h) Replace control cables Replace computers and diagnostic software if necessary for new engines.	✓		
Old engines shall be crated or put on a pallet by vendor and picked up by the City.	✓		

Exhibit 1A - Fire Boat #126 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
3- MAIN ENGINE TRANSMISSIONS: a) Two Twin Disc MG-5061A (1.50:1 ratio) transmissions b) Replace engine to transmission couplers Please specify type of transmission being quoted, new, rebuilt or re-manufactured.	✓		NEW
4- PUMP ENGINE SPECIFICATIONS: a) One Cummins Marine 4BT3.9M 150HP engine b) Inline 4 cylinder, 4 stroke. c) Turbocharged / after cooled aspiration. d) Direct fuel injection. e) 2800 rated RPM. f) Twin Disc EC300JS (throttle control use only) g) Remove and replace current gauges with new gauges. Please specify type of engine being quoted, new, rebuilt or re-manufactured.	✓		NEW RE-MANUFACTURED H
5- PUMP ENGINE REMOVAL AND INSTALLATION: a) Clean engine bay b) Remove the original Cummins 4BT3.9M engine. c) Install a Cummins 4BT3.9M 150HP engine. d) Modifications to exhaust plumbing e) Modifications to cooling plumbing or hoses f) Replace control cables. g) Replace engine coupler Replace engine computer, diagnostic software and harness as necessary for the new pump engine. Remove existing Jabsco pump and add electric stand-alone Jabsco pump.	✓		

Exhibit 1A - Fire Boat #126 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
6- <u>PUMP:</u> a) Remove and replace the FYBROC Series 1500, 3x4x10 ANSI-A70 PUMP b) Include and fittings, gaskets, coupler, couplings or hoses necessary to install new pump. c) The pump will be driven directly from the pump engine and the transmission removed.	✓		
7- <u>ENGINE TO PUMP MODIFICATIONS</u> a) Remove the transmission and bypass, running a shaft directly to the engine to the pump. b) Change out the mechanical ball valve to an electric ball valve monitor. c) Modify mounts, couplings, fuel lines, cooling hoses gauges and controls for new configuration	✓		
8- <u>STARTUP:</u> Vendor shall perform initial startup, break-in and perform manufacturers recommended sea trial evaluation with a City of Long Beach employee.	✓		
9- <u>WARRANTY</u> a) Manufacturer shall identify a single point warranty and repair facility approved by the City of Long Beach within a 25-mile radius of 6204 E. 2 nd Street, Long Beach, Ca 90803. b) The Contractor shall guarantee the complete vessel equipment furnished under these specifications against defects in material and workmanship per the standard Manufacturer's warranty terms from date the unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City. c) Please specify warranty period below.	✓		--MAINS 1000 HRS. or 24 mos. -- PUMP ENGINE 3000 HRS or 24 mos

Exhibit 1A - Fire Boat #126 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
<p>d) Warranty shall begin when the City of Long Beach places the unit in service.</p> <p>All transportation of vessel for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with the City of Long Beach.</p>	✓		
<p>10- <u>WARRANTY PERFORMANCE:</u></p> <p>a) The contractor shall be required to provide service within one (1) working day after notification by telephone.</p> <p>b) If the contractor does not acknowledge after two (2) working days, it shall be assumed as approval for the City to repair the vehicle or obtain warranty outside vendor repair facility.</p> <p>c) The City shall be paid an area average hourly rate for labor inclusive of transportation and parts replaced one for one repairs from component manufacturers.</p> <p>d) The vehicle manufacturer shall furnish all warranty documentation to the City upon delivery.</p> <p>e) Defective parts shall be labeled and retained by the City until parts are replaced.</p> <p>f) Contractor shall take full responsibility for returning any defective parts to his supplier.</p> <p>g) Outside vendor repair facility parts and labor billing to go directly to manufacturer.</p>	✓		

Exhibit 1B
Fire Boat - Vessel 126 - Haul Out

	Comply		Comments/Exceptions
	Yes	No	
DESCRIPTION			
Remove Vessel from dry dock	✓		
Pressure wash entire hull and repair minor dents, scratches or blemishes with epoxy resin to color match paint Awl Grip (Toreador Red Color).	✓		
Paint hull between DECK RAILS and waterline with Awl Grip Toreador Red color. - Apply two coats of bottom polyurethane paint. Paint blue Boot Stripe at waterline. City will replace the decals upon completion.	✓		
Prep and paint, match color (whisper grey), complete top sides, cabin, gunwale, dash and dash hatches.	✓		
Replace all zincs	✓		
Recondition all shafts as needed.	✓		
Replace propellers (provided by the City)	✓		
Supply and install new port/starboard PSS packing boxes	✓		
Carpentry and fiberglass repair damage to deck and any other areas needed. Remove and fill auxiliary jacks and holes (will be marked by the City upon delivery)	✓		
Remove all stainless steel bands, trim and guard parts <ul style="list-style-type: none"> • Straighten parts • Polish parts • Reinstall parts with new sealant and screws • Remove and fill and paint pilot valve. Patch holes. • Reconfigure dash panel & start buttons. 	✓		
Repack port and starboard rudder glands	✓		
Vendor to fabricate and install helm seats	✓		

Exhibit 1B

Fire Boat - Vessel 126 - Haul Out

	Comply		Comments/Exceptions
	Yes	No	
Replace plastic lenses over electronics and add hinges to engine display panel cover. (total of 2 plastic lens covers). Plastic to be replaced with clear tempered glass. Increase size of windows to maximum visibility. Reconfigure pilot side gauge/navnet dash panel. Relocate morse controls to lower location. Replace depth gauge and reinstall in gauge panel.	✓		
Replace strut bearings	✓		
Replace two (2) perko strainers, hoses & clamps like for like.	✓		
Replace port, starboard and pump engine exhaust. <ul style="list-style-type: none"> • 6" with fiber glass tubing • Eight (8) each 45° elbows • Replace mufflers • Replace pump engine exhaust 	✓		
Recess (router) step up in aft and fore cockpit so that stainless trim is flush. Add recessed stainless trim on step up midship and matching existing stainless	✓		
Supply and install new port/starboard PSS packing boxes	✓		
Recess all deck hardware and replace as needed. All hardware that does not need replacing is to be polished.	✓		
Modify pump engine room hatch to be single door with gas shocks and safety bar.	✓		
Change transom lights, stern/port/starboard navigation lights provided by the vendor per City specifications. (specs provided)	✓		
Replace bow sampson post like for like.	✓		
Remove and replace all fuel lines and battery cables.	✓		
Recess transom door trim.	✓		

EXHIBIT 1C – FIRE BOAT 126

BID SECTION

COST FOR MAIN ENGINES	<u>\$ Input Price Electronically</u>
COST FOR PUMP ENGINE	<u>\$ Input Price Electronically</u>
COST FOR Fybroc Fire Pump	<u>\$ Input Price Electronically</u>
HAUL OUT*	<u>\$ Input Price Electronically</u>
ADDITIONAL MATERIALS	<u>\$ Input Price Electronically</u>
ADDITIONAL PARTS	<u>\$ Input Price Electronically</u>
DELIVERY**	<u>\$ Input Price Electronically</u>
LABOR & MATERIALS BOND***	<u>\$ Input Price Electronically</u>
SALES TAX (10.25%)	<u>\$ Input Price Electronically</u>
TOTAL COST	<u>\$ Input Price Electronically</u>

*Labor is not taxable

**Delivery is not taxable

***Bond is not taxable

Exhibit 2A - Fire Boat #127 Engine Pump & Engine Replacement

COMPLY
YES NO EXCEPTIONS / COMMENTS

<p><u>Instructions:</u></p> <p>State comments and or exceptions in the blank spaces provided for each section regarding the parts or equipment offered corresponding to the specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES WILL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.</p>	✓		
<p><u>General:</u></p> <p>This specification describes new, unused, (or if unavailable, remanufactured) latest model marine diesel engine replacements to be used by the City of Long Beach, Fire Department. The successful bidder shall provide two main engines (including harnesses), two transmissions, one pump and pump engine which shall be completely equipped as specified and be ready for service upon delivery. The pump system will also be modified to eliminate the transmission and run directly from the engine which will require modifications to the cables and pump system.</p> <p>During re-power:</p> <ol style="list-style-type: none"> 1. Clean and paint drive engine and pump engine rooms. 2. Replace/reseal all thru hull fittings in both engine rooms. (3 raw water intakes, fire pump intake, replace dripless packings on both prop shafts) 3. Replace all fuel supply and return lines, Replace existing Racor fuel/water separators with two Racor 75900MAX fuel/water separators. 4. Replace ALL positive and negative battery cables. <p>The units shall comply with the latest editions of the vehicle and administration code of the State of California, SAE standards, Federal Motor Vehicle Safety Standards, provisions of California OSHA</p>	✓		

Exhibit 2A - Fire Boat #127 Engine Pump & Engine Replacement

	COMPLY YES	NO	EXCEPTIONS / COMMENTS
<p>and built in accordance of the National Highway Traffic Administration, U.S. Department of Transportation.</p> <p>The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the successful bidder from the responsibility of furnishing a complete apparatus with all of the manufacturer's latest improvements in the current production unless specifically deleted in the specifications.</p> <p>The apparatus and all components shall be standard, acceptable production items unless otherwise specified.</p> <p>The successful bidder shall have the ability to supply a completed unit.</p> <p>The successful bidder must have been in the business of installation and repair of this type unit for a minimum of five (5) years.</p> <p>Single-source responsibility for all warranties pertaining to the unit's parts and workmanship is the responsibility of the manufacturer</p> <p>The successful bidder will facilitate the transportation from our launching ramp to their dry-dock location for completion of work.</p> <p>The City does not have a location to dry dock this boat.</p>	✓		
<p><u>BRAND NAMES:</u></p> <p>Whenever in the specifications, if any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent".</p> <p>The contractor may offer any material or process which shall be equal in every respect to that so</p>	✓		

Exhibit 2A - Fire Boat #127 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
indicated or specified, provided however that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified, or one that in the opinion of the City of Long Beach is the equal thereof in every respect.	✓		
<u>HIDDEN DAMAGES</u> For hidden damages, additional work, parts and labor that may be necessary at an additional cost must be approved by a City representative prior to any repairs being made. The City may choose an onsite visual inspection or may defer to digital photographic evidence via email.	✓		
<u>DESCRIPTION:</u> Purchase and installation of two (2) Cummins Marine QSB6.7 355HP main engines (with harnesses), Vessel View 703 engine monitoring, two (2) twin disc MG-5061A (1.50:1 ratio), two (2) Twin Disc EC300 engine controls, one (1) Cummins Marine 4BT3.9M engine to replace the original Cummins 4BT3.9M 150HP pump engine with standard gauge package and single lever morse throttle lever. The pump is also to be replaced with a new unit Please specify if components quoted are New, Rebuilt or Remanufactured.	✓		

Exhibit 2A - Fire Boat #127 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
<p>1- MAIN ENGINES SPECIFICATIONS:</p> <ul style="list-style-type: none"> a) Replace two Cummins Marine QSB5.9 355HP engines b) Inline 6 cylinder, 4 stroke. c) Vessel View 703 engine monitoring systems d) Turbocharged / after cooled aspiration. e) Direct fuel injection. f) 2800 rated RPM. <p>Please specify type of engines being quoted, new, rebuilt or re-manufactured.</p>	✓		NEW
<p>2- MAIN ENGINES REMOVAL AND INSTALLATION:</p> <ul style="list-style-type: none"> a) Clean and paint pump and engine bay b) Replace/reseal all thru hull fittings in both engine rooms (3 raw water intakes, fire pump intake, replace dripless- Packings on both prop shafts). c) Replace all fuel supply and return lines, replace existing Racor fuel water separators with 2 Racor 7590MAX fuel/water separators. d) Remove 2 original Cummins QSB5.9 355HP engines e) Install 2 new Cummins QSB6.7 355HP engines f) Supply and install 2 new wiring harnesses g) Install Vessel View 703 engine monitoring systems h) Replace control cables <p>Replace computers and diagnostic software if necessary for new engines.</p>	✓		
<p>Old engines shall be crated or put on a pallet by vendor and picked up by the City.</p>	✓		

Exhibit 2A - Fire Boat #127 Engine Pump & Engine Replacement

		COMPLY		EXCEPTIONS / COMMENTS
		YES	NO	
3- MAIN ENGINE TRANSMISSIONS: a) Two Twin Disc MG-5061A (1.50:1 ratio) transmissions b) Replace engine to transmission couplers Please specify type of transmission being quoted, new, rebuilt or re-manufactured.		✓		NEW
4- PUMP ENGINE SPECIFICATIONS: a) One Cummins Marine 4BT3.9M 150HP engine b) Inline 4 cylinder, 4 stroke. c) Turbocharged / after cooled aspiration. d) Direct fuel injection. e) 2800 rated RPM. f) Twin Disc EC300JS (throttle control use only) g) Remove and replace current gauges with new gauges. Please specify type of engine being quoted, new, rebuilt or re-manufactured.		✓		NEW RE-MANUFACTURED
5- PUMP ENGINE REMOVAL AND INSTALLATION: a) Clean engine bay b) Remove the original Cummins 4BT3.9M engine. c) Install a Cummins 4BT3.9M 150HP engine. d) Modifications to exhaust plumbing e) Modifications to cooling plumbing or hoses f) Replace control cables. g) Replace engine coupler Replace engine computer, diagnostic software and harness as necessary for the new pump engine. Remove existing Jabsco pump and add electric stand-alone Jabsco pump.		✓		

Exhibit 2A - Fire Boat #127 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
6- <u>PUMP:</u> a) Remove and replace the FYBROC Series 1500, 3x4x10 ANSI-A70 PUMP b) Include and fittings, gaskets, coupler, couplings or hoses necessary to install new pump. c) The pump will be driven directly from the pump engine and the transmission removed.	✓		
7- <u>ENGINE TO PUMP MODIFICATIONS</u> a) Remove the transmission and bypass, running a shaft directly to the engine to the pump. b) Change out the mechanical ball valve to an electric ball valve monitor. c) Modify mounts, couplings, fuel lines, cooling hoses gauges and controls for new configuration	✓		
8- <u>STARTUP:</u> Vendor shall perform initial startup, break-in and perform manufacturers recommended sea trial evaluation with a City of Long Beach employee.	✓		
9- <u>WARRANTY</u> a) Manufacturer shall identify a single point warranty and repair facility approved by the City of Long Beach within a 25-mile radius of 6204 E. 2 nd Street, Long Beach, Ca 90803. b) The Contractor shall guarantee the complete vessel equipment furnished under these specifications against defects in material and workmanship per the standard Manufacturer's warranty terms from date the unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City. c) Please specify warranty period below.	✓		- MAINS 1000 HRS or 24 mos - PUMP ENGINE 3000 HRS or 24 mos

Exhibit 2A - Fire Boat #127 Engine Pump & Engine Replacement

		COMPLY		EXCEPTIONS / COMMENTS
		YES	NO	
<p>d) Warranty shall begin when the City of Long Beach places the unit in service.</p> <p>All transportation of vessel for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with the City of Long Beach.</p>		✓		
<p>10- <u>WARRANTY PERFORMANCE:</u></p> <p>a) The contractor shall be required to provide service within one (1) working day after notification by telephone.</p> <p>b) If the contractor does not acknowledge after two (2) working days, it shall be assumed as approval for the City to repair the vehicle or obtain warranty outside vendor repair facility.</p> <p>c) The City shall be paid an area average hourly rate for labor inclusive of transportation and parts replaced one for one repairs from component manufacturers.</p> <p>d) The vehicle manufacturer shall furnish all warranty documentation to the City upon delivery.</p> <p>e) Defective parts shall be labeled and retained by the City until parts are replaced.</p> <p>f) Contractor shall take full responsibility for returning any defective parts to his supplier.</p> <p>g) Outside vendor repair facility parts and labor billing to go directly to manufacturer.</p>		✓		

Exhibit 2B

Fire Boat - Vessel 127 - Haul Out

Comply		Comments/Exceptions
Yes	No	

DESCRIPTION			
Remove Vessel from dry dock	✓		
Pressure wash entire hull and repair minor dents, scratches or blemishes with epoxy resin to color match paint Awl Grip (Toreador Red Color).	✓		
Paint hull between DECK RAILS and waterline with Awl Grip Toreador Red color. - Apply two coats of bottom polyurethane paint. Paint blue Boot Stripe at waterline. City will replace the decals upon completion.	✓		
Prep and paint, match color (whisper grey), complete top sides, cabin, gunwale, dash and dash hatches.	✓		
Replace all zincs	✓		
Recondition all shafts as needed.	✓		
Replace propellers (provided by the City)	✓		
Supply and install new port/starboard PSS packing boxes	✓		
Carpentry and fiberglass repair damage to deck and any other areas needed. Remove and fill auxiliary jacks and holes (will be marked by the City upon delivery)	✓		
Remove all stainless steel bands, trim and guard parts <ul style="list-style-type: none"> • Straighten parts • Polish parts • Reinstall parts with new sealant and screws • Remove and fill and paint pilot valve. Patch holes. • Reconfigure dash panel & start buttons. 	✓		
Repack port and starboard rudder glands	✓		
Vendor to fabricate and install helm seats	✓		

Exhibit 2B

Fire Boat - Vessel 127 - Haul Out

	Comply		Comments/Exceptions
	Yes	No	
Replace plastic lenses over electronics and add hinges to engine display panel cover. (total of 2 plastic lens covers). Plastic to be replaced with clear tempered glass. Increase size of windows to maximum visibility. Reconfigure pilot side gauge/navnet dash panel. Relocate morse controls to lower location. Replace depth gauge and reinstall in gauge panel.	✓		
Replace strut bearings	✓		
Replace two (2) perko strainers, hoses & clamps like for like.	✓		
Replace port, starboard and pump engine exhaust. <ul style="list-style-type: none"> • 6" with fiber glass tubing • Eight (8) each 45° elbows • Replace mufflers • Replace pump engine exhaust 	✓		
Recess (router) step up in aft and fore cockpit so that stainless trim is flush. Add recessed stainless trim on step up midship and matching existing stainless	✓		
Supply and install new port/starboard PSS packing boxes	✓		
Recess all deck hardware and replace as needed. All hardware that does not need replacing is to be polished.	✓		
Modify pump engine room hatch to be single door with gas shocks and safety bar.	✓		
Change transom lights, stern/port/starboard navigation lights provided by the vendor per City specifications. (specs provided)	✓		
Replace bow sampson post like for like.	✓		
Remove and replace all fuel lines and battery cables.	✓		
Recess transom door trim.	✓		

EXHIBIT 2C – FIRE BOAT 127

BID SECTION

COST FOR MAIN ENGINES	<u>\$ Input Price Electronically</u>
COST FOR PUMP ENGINE	<u>\$ Input Price Electronically</u>
COST FOR FYBROC FIRE PUMP	<u>\$ Input Price Electronically</u>
HAUL OUT*	<u>\$ Input Price Electronically</u>
ADDITIONAL MATERIALS	<u>\$ Input Price Electronically</u>
ADDITIONAL PARTS	<u>\$ Input Price Electronically</u>
DELIVERY**	<u>\$ Input Price Electronically</u>
LABOR & MATERIALS BOND***	<u>\$ Input Price Electronically</u>
SALES TAX (10.25%)	<u>\$ Input Price Electronically</u>
TOTAL COST	<u>\$ Input Price Electronically</u>

*Labor is not taxable

**Delivery is not taxable

***Bond is not taxable

Exhibit 3A - Fire Boat #128 Engine Pump & Engine Replacement

COMPLY
YES NO

EXCEPTIONS / COMMENTS

<p><u>Instructions:</u></p> <p>State comments and or exceptions in the blank spaces provided for each section regarding the parts or equipment offered corresponding to the specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES WILL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.</p>	✓		
<p><u>General:</u></p> <p>This specification describes new, unused, (or if unavailable, remanufactured) latest model marine diesel engine replacements to be used by the City of Long Beach, Fire Department. The successful bidder shall provide two main engines (including harnesses), two transmissions, one pump and pump engine which shall be completely equipped as specified and be ready for service upon delivery. The pump system will also be modified to eliminate the transmission and run directly from the engine which will require modifications to the cables and pump system.</p> <p>During re-power:</p> <ol style="list-style-type: none"> 1. Clean and paint drive engine and pump engine rooms. 2. Replace/reseal all thru hull fittings in both engine rooms. (3 raw water intakes, fire pump intake, replace dripless packings on both prop shafts) 3. Replace all fuel supply and return lines, Replace existing Racor fuel/water separators with two Racor 75900MAX fuel/water separators. 4. Replace ALL positive and negative battery cables. <p>The units shall comply with the latest editions of the vehicle and administration code of the State of California, SAE standards, Federal Motor Vehicle Safety Standards, provisions of California OSHA</p>	✓		

Exhibit 3A - Fire Boat #128 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
and built in accordance of the National Highway Traffic Administration, U.S. Department of Transportation.	✓		
The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the successful bidder from the responsibility of furnishing a complete apparatus with all of the manufacturer's latest improvements in the current production unless specifically deleted in the specifications.			
The apparatus and all components shall be standard, acceptable production items unless otherwise specified.			
The successful bidder shall have the ability to supply a completed unit.			
The successful bidder must have been in the business of installation and repair of this type unit for a minimum of five (5) years.			
Single-source responsibility for all warranties pertaining to the unit's parts and workmanship is the responsibility of the manufacturer			
The successful bidder will facilitate the transportation from our launching ramp to their dry-dock location for completion of work.			
The City does not have a location to dry dock this boat.			
<u>BRAND NAMES:</u>	✓		
Whenever in the specifications, if any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent".			
The contractor may offer any material or process which shall be equal in every respect to that so			

Exhibit 3A - Fire Boat #128 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
indicated or specified, provided however that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified, or one that in the opinion of the City of Long Beach is the equal thereof in every respect.	✓		
<u>HIDDEN DAMAGES</u> For hidden damages, additional work, parts and labor that may be necessary at an additional cost must be approved by a City representative prior to any repairs being made. The City may choose an onsite visual inspection or may defer to digital photographic evidence via email.	✓		
<u>DESCRIPTION:</u> Purchase and installation of two (2) Cummins Marine QSB6.7 355HP main engines (with harnesses), Vessel View 703 engine monitoring, two (2) twin disc MG-5061A (1.50:1 ratio), two (2) Twin Disc EC300 engine controls, one (1) Cummins Marine 4BT3.9M engine to replace the original Cummins 4BT3.9M 150HP pump engine with standard gauge package and single lever morse throttle lever. The pump is also to be replaced with a new unit Please specify if components quoted are New, Rebuilt or Remanufactured.	✓		

Exhibit 3A - Fire Boat #128 Engine Pump & Engine Replacement

COMPLY		EXCEPTIONS / COMMENTS
YES	NO	
1- <u>MAIN ENGINES SPECIFICATIONS:</u> a) Replace two Cummins Marine QSB5.9 355HP engines b) Inline 6 cylinder, 4 stroke. c) Vessel View 703 engine monitoring systems d) Turbocharged / after cooled aspiration. e) Direct fuel injection. f) 2800 rated RPM. Please specify type of engines being quoted, new, rebuilt or re-manufactured.	✓	NEW
2- <u>MAIN ENGINES REMOVAL AND INSTALLATION:</u> a) Clean and paint pump and engine bay b) Replace/reseal all thru hull fittings in both engine rooms (3 raw water intakes, fire pump intake, replace dripless- Packings on both prop shafts). c) Replace all fuel supply and return lines, replace existing Racor fuel water separators with 2 Racor 7590MAX fuel/water separators. d) Remove 2 original Cummins QSB5.9 355HP engines e) Install 2 new Cummins QSB6.7 355HP engines f) Supply and install 2 new wiring harnesses g) Install Vessel View 703 engine monitoring systems h) Replace control cables Replace computers and diagnostic software if necessary for new engines.	✓	
Old engines shall be crated or put on a pallet by vendor and picked up by the City.	✓	

Exhibit 3A - Fire Boat #128 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
3- MAIN ENGINE TRANSMISSIONS: a) Two Twin Disc MG-5061A (1.50:1 ratio) transmissions b) Replace engine to transmission couplers Please specify type of transmission being quoted, new, rebuilt or re-manufactured.	✓		NEW
4- PUMP ENGINE SPECIFICATIONS: a) One Cummins Marine 4BT3.9M 150HP engine b) Inline 4 cylinder, 4 stroke. c) Turbocharged / after cooled aspiration. d) Direct fuel injection. e) 2800 rated RPM. f) Twin Disc EC300JS (throttle control use only) g) Remove and replace current gauges with new gauges. Please specify type of engine being quoted, new, rebuilt or re-manufactured.	✓		NEW RE-MANUFACTURED
5- PUMP ENGINE REMOVAL AND INSTALLATION: a) Clean engine bay b) Remove the original Cummins 4BT3.9M engine. c) Install a Cummins 4BT3.9M 150HP engine. d) Modifications to exhaust plumbing e) Modifications to cooling plumbing or hoses f) Replace control cables. g) Replace engine coupler Replace engine computer, diagnostic software and harness as necessary for the new pump engine. Remove existing Jabsco pump and add electric stand-alone Jabsco pump.	✓		

Exhibit 3A - Fire Boat #128 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
6- <u>PUMP:</u> a) Remove and replace the FYBROC Series 1500, 3x4x10 ANSI-A70 PUMP b) Include and fittings, gaskets, coupler, couplings or hoses necessary to install new pump. c) The pump will be driven directly from the pump engine and the transmission removed. d) Replace all copper plumbing with schedule 80 PVC.	✓		
7- <u>ENGINE TO PUMP MODIFICATIONS</u> a) Remove the transmission and bypass, running a shaft directly to the engine to the pump. b) Change out the mechanical ball valve to an electric ball valve monitor. c) Modify mounts, couplings, fuel lines, cooling hoses gauges and controls for new configuration	✓		
8- <u>STARTUP:</u> Vendor shall perform initial startup, break-in and perform manufacturers recommended sea trial evaluation with a City of Long Beach employee.	✓		
9- <u>WARRANTY</u> a) Manufacturer shall identify a single point warranty and repair facility approved by the City of Long Beach within a 25-mile radius of 6204 E. 2 nd Street, Long Beach, Ca 90803. b) The Contractor shall guarantee the complete vessel equipment furnished under these specifications against defects in material and workmanship per the standard Manufacturer's warranty terms from date the unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the	✓		

Exhibit 3A - Fire Boat #128 Engine Pump & Engine Replacement

	COMPLY		EXCEPTIONS / COMMENTS
	YES	NO	
<p>warranty period at its own cost and expense, without cost to the City.</p> <p>c) Please specify warranty period below.</p> <p>d) Warranty shall begin when the City of Long Beach places the unit in service.</p> <p>All transportation of vessel for warranty repairs shall be at the expense of the manufacturer unless prior agreement is approved for each instance with the City of Long Beach.</p>	✓		<p>MAINS - 1000 HRS or 24 MOS.</p> <p>PUMP ENGINE - 3000 HRS or 24 MOS.</p>
<p>10- <u>WARRANTY PERFORMANCE:</u></p> <p>a) The contractor shall be required to provide service within one (1) working day after notification by telephone.</p> <p>b) If the contractor does not acknowledge after two (2) working days, it shall be assumed as approval for the City to repair the vehicle or obtain warranty outside vendor repair facility.</p> <p>c) The City shall be paid an area average hourly rate for labor inclusive of transportation and parts replaced one for one repairs from component manufacturers.</p> <p>d) The vehicle manufacturer shall furnish all warranty documentation to the City upon delivery.</p> <p>e) Defective parts shall be labeled and retained by the City until parts are replaced.</p> <p>f) Contractor shall take full responsibility for returning any defective parts to his supplier.</p> <p>g) Outside vendor repair facility parts and labor billing to go directly to manufacturer.</p>	✓		

Exhibit 3B
Fire Boat - Vessel 128 - Haul Out

	Comply		Comments/Exceptions
	Yes	No	
DESCRIPTION			
Remove Vessel from dry dock	✓		
Pressure wash entire hull and repair minor dents, scratches or blemishes with epoxy resin to color match paint Awl Grip (Toreador Red Color).	✓		
Paint hull between DECK RAILS and waterline with Awl Grip Toreador Red color. - Apply two coats of bottom polyurethane paint. Paint blue Boot Stripe at waterline. City will replace the decals upon completion.	✓		
Prep and paint, match color (whisper grey), complete top sides, cabin, gunwale, dash and dash hatches.	✓		
Replace all zincs	✓		
Recondition all shafts as needed.	✓		
Replace propellers (provided by the City)	✓		
Supply and install new port/starboard PSS packing boxes	✓		
Carpentry and fiberglass repair damage to deck and any other areas needed. Remove and fill auxiliary jacks and holes (will be marked by the City upon delivery)	✓		
Remove all stainless steel bands, trim and guard parts <ul style="list-style-type: none"> • Straighten parts • Polish parts • Reinstall parts with new sealant and screws • Remove and fill and paint pilot valve. Patch holes. • Reconfigure dash panel & start buttons. 	✓		
Repack port and starboard rudder glands	✓		
Vendor to fabricate and install helm seats	✓		

Exhibit 3B

Fire Boat - Vessel 128 - Haul Out

	Comply		Comments/Exceptions
	Yes	No	
Replace plastic lenses over electronics and add hinges to engine display panel cover. (total of 2 plastic lens covers). Plastic to be replaced with clear tempered glass. Increase size of windows to maximum visibility. Reconfigure pilot side gauge/navnet dash panel. Relocate morse controls to lower location. Replace depth gauge and reinstall in gauge panel.	✓		
Replace strut bearings	✓		
Replace two (2) perko strainers, hoses & clamps like for like.	✓		
Replace port, starboard and pump engine exhaust. <ul style="list-style-type: none"> • 6" with fiber glass tubing • Eight (8) each 45° elbows • Replace mufflers • Replace pump engine exhaust 	✓		
Recess (router) step up in aft and fore cockpit so that stainless trim is flush. Add recessed stainless trim on step up midship and matching existing stainless	✓		
Supply and install new port/starboard PSS packing boxes	✓		
Recess all deck hardware and replace as needed. All hardware that does not need replacing is to be polished.	✓		
Modify pump engine room hatch to be single door with gas shocks and safety bar.	✓		
Change transom lights, stern/port/starboard navigation lights provided by the vendor per City specifications. (specs provided)	✓		
Replace bow sampson post like for like.	✓		
Remove and replace all fuel lines and battery cables.	✓		
Recess transom door trim.	✓		

EXHIBIT 3C – FIRE BOAT 128

BID SECTION

COST FOR MAIN ENGINES	<u>\$ Input Price Electronically</u>
COST FOR PUMP ENGINE	<u>\$ Input Price Electronically</u>
COST FOR FYBROC FIRE PUMP	<u>\$ Input Price Electronically</u>
HAUL OUT*	<u>\$ Input Price Electronically</u>
ADDITIONAL MATERIALS	<u>\$ Input Price Electronically</u>
ADDITIONAL PARTS	<u>\$ Input Price Electronically</u>
DELIVERY**	<u>\$ Input Price Electronically</u>
LABOR & MATERIALS BOND***	<u>\$ Input Price Electronically</u>
SALES TAX (10.25%)	<u>\$ Input Price Electronically</u>
TOTAL COST	<u>\$ Input Price Electronically</u>

*Labor is not taxable

**Delivery is not taxable

***Bond is not taxable

Attachment A

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 180 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.

SOUTH COAST SHIPYARD, INC

Business/Contractor/Agency

PETE STEWART

Name of Authorized Representative

Pres

Title of Authorized Representative

(Signature)

Signature of Authorized Representative

6/19/18

Date

r20141001

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200***

Rev 12.11.13



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

ATTACHMENT B

Reference Information Form

Client/Contractor Name City of Newport Beach
Project Manager/Contact Name ANDY MARTINEZ E-mail AMARTINEZ@NEWPORTBEACH.CA.GOV Ph. No. (949) 644-3063
Address 100 CIVIC CENTER DRIVE NEWPORT BEACH, CA 92660
Project Description MAINTENANCE AND RESTORATION OF SEA WATCH BOATS
Project Dates (Start and End) 2015 Contract Term(s) on-going periodic Contract Amount

Client/Contractor Name CITY OF HUNTINGTON BEACH
Project Manager/Contact Name GREG CROW E-mail GCROW@SURFCITY-4B.ORG Ph. No. (714) 536-5488
Address 103 PACIFIC COAST HWY HUNTINGTON BEACH, CA 92648
Project Description MAINTENANCE OF LIFE GUARD VESSELS
Project Dates (Start and End) 2017 Contract Term(s) on-going Contract Amount

Client/Contractor Name ORANGE COUNTY SANITATION DISTRICT
Project Manager/Contact Name MARIE KIBBY E-mail MKIBBY@OCSA.COM Ph. No. (714) 593-7401
Address 10844 ELLIS AVE FOUNTAIN VALLEY CA 92708
Project Description MAINTENANCE OF RESEARCH VESSEL
Project Dates (Start and End) 2010 Contract Term(s) on-going periodic Contract Amount

Client/Contractor Name PORT OF LONG BEACH
Project Manager/Contact Name DOUG LARSEN E-mail DOUGLARSEN@POLB.COM Ph. No. (562) 400-8340
Address 4801 AIRPORT PLAZA DR. LONG BEACH, CA 90815
Project Description BOAT REPAIR
Project Dates (Start and End) 1/17 - 5/17 Contract Term(s) open P.O. Contract Amount 25K

Client/Contractor Name STATE OF CALIFORNIA DEPT OF PARKS AND REC
Project Manager/Contact Name NICK MILWARD E-mail MILWARD.NICHOLAS@PARKS.CA.GOV Ph. No. (714) 377-5691
Address ORANGE COAST NORTH DISTRICT HUNTINGTON BEACH
Project Description MAINTENANCE OF LIFE GUARD VESSELS
Project Dates (Start and End) 2015 Contract Term(s) on-going periodic Contract Amount

Attachment C

**W-9 Request for Taxpayer
Identification Number and Certification**

[Form must be signed and dated]

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)
SOUTH COAST SHIPYARD, INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
223 21st St

City, state, and ZIP code
NEWPORT BEACH, CA 92663

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
Employer identification number

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 on page 3.

Sign Here Signature of U.S. person Date **6/19/18**

General Instructions

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

Future developments. The IRS has created a page on irs.gov for information about Form W-9, all www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after its release) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



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

ATTACHMENT E

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating (as specified in City AR 8-27) from AM Best Company with bid. Failure to submit this proof will disqualify the bid.

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an 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 AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
 - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
 - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in 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 or 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.
- 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



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

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.
- 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 defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- 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 promises that insurance requirements can be provided as requested.

Printed Name: PETE STEWART

Title:

Signature: [Handwritten Signature]

Date:

Pres.

6/14/18

Attachment E

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 is 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: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

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.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ 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

_____ 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

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this _____ day of _____, 20____, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____

Payment Bond
No. _____

**PAYMENT BOND
(Labor and Material Bond)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to _____ designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

_____, as described
in Specification _____, Addenda/Addendum No. _____ and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and _____ admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of _____ Dollars (\$_____) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the _____ day of _____, 20____.

Surety Name
By: _____
Signature
Name: _____
Printed Name
Title: _____
Address: _____
Telephone: _____

Attorney-in-Fact

Signature

Principal Name
By: _____
Signature
Name: _____
Printed Name
Title: _____
By: _____
Signature
Name: _____
Printed Name
Title: _____

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

_____, 20__

Approved as to form.

CHARLES PARKIN, City Attorney

By:

Deputy City Attorney

_____, 20__

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By:

City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

June 19, 2018

NOTICE TO BIDDERS

ADDENDUM NO. 5

ITB FS 18-100 – Fire Boat Engine & Pump Replacement and Haul Out

BID DUE: THURSDAY, JUNE 21, 2018 @ 4:00 PM PST

This addendum changes and supersedes the language in the original Invitation to Bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

ALL REVISED LANGUAGE IS APPLICABLE TO THE FOLLOWING:
EXHIBIT 1A- UNIT 126, 2A – UNIT 127 & 3A – UNIT 128

CURRENT DESCRIPTION:

DESCRIPTION:

Purchase and installation of two (2) Cummins Marine QSB6.7 355HP main engines (with harnesses), Vessel View 703 engine monitoring, two (2) twin disc MG-5061A (1.50:1 ratio), two (2) Twin Disc EC300 engine controls, one (1) Cummins Marine 4BT3.9M engine to replace the original Cummins 4BT3.9M 150HP pump engine with standard gauge package and single lever morse throttle lever.

REVISED DESCRIPTION – See changes in yellow

DESCRIPTION:

Purchase and installation of two (2) Cummins Marine QSB6.7 355HP main engines (with harnesses), Vessel View 703 engine monitoring, two (2) twin disc MG-5061A (1.54:1 ratio), two (2) standard morse controls, one (1) Cummins Marine 4BT3.9M engine to replace the original Cummins 4BT3.9M 150HP pump engine with standard gauge package and single lever morse throttle lever.

CURRENT LANGUAGE

2- MAIN ENGINES REMOVAL AND INSTALLATION

Replace all fuel supply and return lines, replace existing Racor fuel water separators with 2 Racor 7590MAX fuel/water separators.

REVISED LANGUAGE – See changes in yellow

Replace all fuel supply and return lines, replace existing Racor fuel water separators with 2 Racor 75900MAX fuel/water separators.

CURRENT LANGUAGE

3- MAIN ENGINE TRANSMISSIONS:

a) Two Twin Disc MG-5061A (1.50:1 ratio) transmissions

REVISED LANGUAGE – See changes in yellow

3- MAIN ENGINE TRANSMISSIONS:

a) Two Twin Disc MG-5061A (1.54:1 ratio) transmissions

CURRENT LANGUAGE

4- PUMP ENGINE SPECIFICATIONS

f) Twin Disc EC300JS (throttle control use only)

CURRENT LANGAUGE – See changes in yellow

4- PUMP ENGINE SPECIFICATIONS

f) Twin Disc EC300JS (throttle control use only)

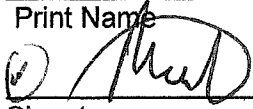
REVISED LANGUAGE – See changes in yellow

f), Single lever morse control

PREPARED BY: Michelle King, Buyer II

ACKNOWLEDGED BY: SOUTH COAST SHIPYARD, INC
Company Name

PETE STEWART
Print Name


Signature

PRES.
Title

6/19/18
Date

Bid Results**Bidder Details**

Vendor Name South Coast Shipyard, Inc.
Address 223 21st Street
 Newport Beach, CA 92663
 United States
Respondee Pete Stewart
Respondee Title Pres
Phone 949-675-2837 Ext.
Email scsyinc@yahoo.com
Vendor Type NONE

Bid Detail

Bid Format Electronic
Submitted June 21, 2018 3:05:31 PM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 146020
Ranking 0

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
ITB FS 18-100 revised.pdf	ITB FS 18-100 revised.pdf	General Attachment

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Discount Terms no discount							
Fire Boat #126							
1	COST FOR MAIN ENGINES	LT	1	\$123,386.0000	\$123,386.0000	\$123,386.0000	
2	COST FOR PUMP ENGINE	LT	1	\$25,179.0000	\$25,179.0000	\$25,179.0000	
3	COST FOR FYBROC FIRE PUMP	LT	1	\$11,453.0000	\$11,453.0000	\$11,453.0000	
4	COST FOR LABOR	LT	1	\$110,862.0000	\$110,862.0000	\$110,862.0000	
5	Additional Materials	LT	1	\$38,593.0000	\$38,593.0000	\$38,593.0000	

LBFD RESCUE BOAT PUMP & ENGINE REPLACEMENT & HULL OUTS VESSELS 126, 127 & 128 (ITB FS 18-100),

Printed 10/25/2018

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
6	Additional Parts						
		LT	1	\$8,662.0000	\$8,662.0000	\$8,662.0000	
7	Delivery - nontaxable (per vessel)						
		LT	1	0	0	0	
8	Labor & Materials Bond - nontaxable (per vessel)						
		LT	1	\$11,770.0000	\$11,770.0000	\$11,770.0000	
9	Sales Tax at 10.25% (per vessel)						
		LT	1	\$21,245.0000	\$21,245.0000	\$21,245.0000	
				Subtotal	\$351,150.0000	\$351,150.0000	
	Fire Boat #127						
10	COST FOR MAIN ENGINES						
		LT	1	\$123,386.0000	\$123,386.0000	\$123,386.0000	
11	COST FOR PUMP ENGINE						
		LT	1	\$25,179.0000	\$25,179.0000	\$25,179.0000	
12	COST FOR FIBROC FIRE PUMP						
		LT	1	\$11,453.0000	\$11,453.0000	\$11,453.0000	
13	COST FOR LABOR						
		LT	1	\$110,862.0000	\$110,862.0000	\$110,862.0000	
14	Additional Materials						
		LT	1	\$59,838.0000	\$59,838.0000	\$59,838.0000	
15	Additional Parts						
		LT	1	\$8,662.0000	\$8,662.0000	\$8,662.0000	
16	Delivery - nontaxable (per vessel)						
		LT	1	0	0	0	
17	Labor & Materials Bond - nontaxable (per vessel)						
		LT	1	\$11,770.0000	\$11,770.0000	\$11,770.0000	
				Subtotal	\$351,150.0000	\$351,150.0000	
	Fire Boat #128						
18	COST FOR MAIN ENGINES						
		LT	1	\$123,386.0000	\$123,386.0000	\$123,386.0000	
19	COST FOR PUMP ENGINE						
		LT	1	\$25,179.0000	\$25,179.0000	\$25,179.0000	
20	COST FOR FIBROC FIRE PUMP						
		LT	1	\$11,453.0000	\$11,453.0000	\$11,453.0000	

LBFD RESCUE BOAT PUMP & ENGINE REPLACEMENT & HULL OUTS VESSELS 126, 127 & 128 (ITB FS 18-100),

Printed 10/25/2018

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
21	COST FOR LABOR						
		LT	1	\$110,862.0000	\$110,862.0000	\$110,862.0000	
22	Additional Materials						
		LT	1	\$38,593.0000	\$38,593.0000	\$38,593.0000	
23	Additional Parts						
		LT	1	\$8,662.0000	\$8,662.0000	\$8,662.0000	
24	Delivery - nontaxable (per vessel)						
		LT	1	0	0	0	
25	Labor & Materials Bond - nontaxable (per vessel)						
		LT	1	\$11,770.0000	\$11,770.0000	\$11,770.0000	
26	Sales Tax at 10.25% (per vessel)						
		LT	1	\$21,245.0000	\$21,245.0000	\$21,245.0000	
				Subtotal	\$351,150.0000	\$351,150.0000	
				Total	\$1,053,450.0000	\$1,053,450.0000	