

BID NUMBER ITB LB 22-013
 TO: CITY OF LONG BEACH
 CITY CLERK
 ATTN: Christina Barriento
 411 West Ocean Boulevard, First Floor
 Long Beach, California 90802



INVITATION TO BID
 SLURRY / READY-MIX CONCRETE

36295

CONTRACT NO. _____

- COMPLETE CONTRACT:**
 This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any Items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
 Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**
 The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- 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.
- 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: Garden Grove CA ON THE 24TH DAY OF February, 20 22

COMPANY NAME: Gunner Concrete TIN: _____ (FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 7541 Anthony Ave. CITY: Garden Grove STATE: CA ZIP: 92841

PHONE: 714-462-3282 FAX: _____

SI [Signature] _____ C.E.O. (TITLE)

Geneva Milne (PRINT NAME) gmilne@Gunner-Concrete.com (EMAIL ADDRESS)

SI [Signature] _____ President (TITLE)

Scott Milne (PRINT NAME) Smilne@Gunner-Concrete.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.

APPROVED AS TO FORM JULY 5, 20 22
 CHARLES PARKIN
 CITY ATTORNEY

THE CITY OF LONG BEACH
 BY Amanda Hall Digitally signed by Amanda Hall Date: 2022.07.05 16:05:13 -0700
 Director of Financial Management

BID NUMBER ITB LB 22-013

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Christina Sarmiento
411 West Ocean Boulevard, First Floor
Long Beach, California 90802



INVITATION TO BID

SLURRY / READY-MIX CONCRETE

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COMPANY NAME: Gunner Concrete TIN: _____ (FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 7541 Anthony Ave. CITY: Garden Grove STATE: CA ZIP: 92841

PHONE: 714-462-3282 FAX: _____

S/ [Signature] (SIGNATURE) _____ C.E.O. (TITLE)

Geneva Milne (PRINT NAME) _____ gmilne@Gunner-Concrete.com (EMAIL ADDRESS)

S/ _____ (SIGNATURE) _____ (TITLE)

_____ (PRINT NAME) _____ (EMAIL ADDRESS)

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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 Amanda Hall Digitally signed by Amanda Hall
Date: 2022.07.05 16:05:50 -07'00'
Director of Financial Management

_____ Date

APPROVED AS TO FORM _____, 20____
CHARLES PARKIN
CITY ATTORNEY

_____ Deputy

BID NUMBER ITB LB 22-013
TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Christina Sarmiento
411 West Ocean Boulevard, First Floor
Long Beach, California 90802



INVITATION TO BID
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CONTRACT NO. _____

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5. **DECLARATION OF NON-COLLUSION:**
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 (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: Garden Grove CA ON THE 24TH DAY OF February, 20 22
CITY STATE MONTH

COMPANY NAME: Gunner Concrete **TIN:** _____
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 7541 Anthony Ave. **CITY:** Garden Grove **STATE:** CA **ZIP:** 92841

PHONE: 714-462-3282 **FAX:** _____

SI [Signature] C.E.O.
(SIGNATURE) (TITLE)

Geneva Milne gmilne@Gunner-Concrete.com
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] President
(SIGNATURE) (TITLE)

Scott Milne Smilne@Gunner-Concrete.com
(PRINT NAME) (EMAIL ADDRESS)

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NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

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

THE CITY OF LONG BEACH
BY _____ **Date** _____
Director of Financial Management

APPROVED AS TO FORM
JULY 5, 20 22
CHARLES PARKIN
CITY ATTORNEY
[Signature]
City Attorney

BID NUMBER ITB LB 22-013

**TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Christina Sarmiento
411 West Ocean Boulevard, First Floor
Long Beach, California 90802**



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EXECUTED AT: Garden Grove CA ON THE 24th DAY OF February, 20 22
CITY STATE MONTH

COMPANY NAME: Gunner Concrete TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 7541 Anthony Ave. CITY: Garden Grove STATE: CA ZIP: 92841

PHONE: 714-462-3282 FAX: _____

SI [Signature] C.E.O.
(SIGNATURE) (TITLE)

Geneva Milne gmilne@Gunner-Concrete.com
(PRINT NAME) (EMAIL ADDRESS)

SI _____
(SIGNATURE) (TITLE)

(PRINT NAME) (EMAIL ADDRESS)

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THE CITY OF LONG BEACH

BY _____ Date _____
Director of Financial Management

APPROVED AS TO FORM _____, 20____.

CHARLES PARKIN
CITY ATTORNEY

Deputy

BID NUMBER ITB LB 22-013

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 California
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: - we will be a certified WBE soon we are in the process of being certified

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 Orange

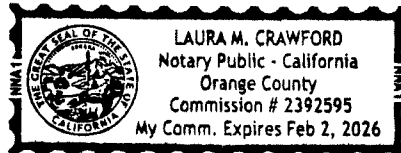
On 2/24/22 before me, Laura M. Crawford, Notary Public
(insert name and title of the officer)

personally appeared Geneva Milne,
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 [Handwritten Signature] (Seal)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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

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:

This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5th floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject to the **2021-2 prevailing wage** rate, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site.

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

CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH: Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

Each contractor and every subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.

APPRENTICESHIP EMPLOYMENT: The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the

Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.

PENALTIES: Contractor and subcontractors are subject to penalties, including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Sections 13.28 through 13.31 and/or Labor Code § 1720 et seq.

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: N/A

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

BID NUMBER ITB LB 22-013

INSTRUCTIONS TO BIDDERS

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.

Attachment/Appendix for further information regarding the requirements of the Ordinance.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: Christina Sarmiento
411 W OCEAN BLVD/FIRST FLOOR
LONG BEACH CA 90802

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.

BID DUE DATE: February 25, 2022
TIME: 11:00 am

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

Christina Sarmiento (562) 570-7062
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 X NO

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

19. AMERICANS WITH DISABILITIES ACT:

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

20. EQUAL BENEFITS ORDINANCE:

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

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 One Million Dollars (US \$1,000,000) 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.

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

CONTRACT – GENERAL CONDITIONS

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

The City of Long Beach (City) is seeking bids from qualified firms to furnish and deliver Slurry/Ready-Mix Concrete to various City locations on an as-needed basis in accordance with departmental needs and/or funds availability.

BID TIMELINE – All times are Pacific Time

Bid release date:	February 1, 2022
Questions due:	February 9, 2022 by 11:00 am
Response from City to bidder:	February 16, 2022 by 11:00 am
Bid due date:	February 25, 2022 by 11:00 am

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.**

Both Electronic and Hard Copies:

- _____ Signed Bid Cover Page
- _____ California All-Purpose Acknowledgment, Notarized, if applicable

Electronic Copies:

- _____ Attachment A, Debarment Certification Form (signed and dated)
- _____ Attachment B, Reference List
- _____ Attachment C, W-9 Form (signed and dated)
- _____ Attachment D, Equal Benefits Ordinance (EBO) (signed and dated)
- _____ Attachment E, Insurance Requirement (signed and dated)
- _____ Attachment F, California Secretary of State Certification Print-Out – Contractor must be registered prior to contract execution. Submission with the bid is requested but not mandatory.
- _____ Attachment G, First Source Hiring Compliance Certification
- _____ Attachment H, First Source Hiring Candidate Disposition
- _____ Attachment I, First Source Hiring Craft Employee Request
- _____ Attachment J, First Source Hiring Craft Employment Forecast Non-Union
- _____ Attachment K, Local Preference (signed and dated)
- _____ Vendor Section (Page 24)
- _____ Any Addenda (if applicable) – signed and dated.

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

BID NUMBER ITB LB 22-013

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.

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.

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.

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

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

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

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

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

ITB LB 22-013 SLURRY / READY-MIX CONCRETE

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, February 25, 2022. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

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

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov ATTN: Christina Sarmiento 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

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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, **Attachment B**.

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.

The City may disqualify an otherwise qualified Bidder for reasons including, but not limited to the following:

- a. Submission of more than one bid for the same services by an individual, firm, partnership, or corporation under the same or different names.
- b. The City reserves the right to reject any bid that appears to be unreasonably low for the work to be performed in compliance with all applicable state, federal and local laws or regulations.

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. Bid completeness, clarity, accuracy and compliance with City requirements shall also be determining factors of award.

The City reserves the right to award contracts on an "all or none" or on a 'by section' basis. The City reserves the right to reject at any time any or all bids.

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. Protests may be submitted via US Mail, hand delivery, or e-mail. Protests 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,

BID NUMBER ITB LB 22-013

and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

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

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

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

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

BOND PROVISIONS

Not applicable

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

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

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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).

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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

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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).

LOCAL PREFERENCE

Local preference shall apply, see **Attachment K**.

LONG BEACH BUSINESS LICENSE

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

For more information, go to: www.longbeach.gov/finance/business_license.

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

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

For more information, contact the Business License Section at 562-570-6211 or by e-mail to lbbiz@longbeach.gov.

Long Beach Business License Number:

(Only Required Upon Notification of Award)

INSURANCE

See Contracts – General Conditions beginning on page 9, number 30 and **Attachment E**.

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

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

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

CONFLICT OF INTEREST

The Vendor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Vendor herein or does or shall have any direct or indirect financial interest in this Contract.

CONTRACT PERIOD

The Contract term shall be twenty-four (24) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This Contract may be extended by mutual agreement for up to three (3) additional periods of one year (1) each in accordance with terms and conditions stated herein.

Price increases will not be allowed during the initial twenty-four (24) month period.

EXTENSION OPTION

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

In addition, it is agreed that if the City intends to exercise its extension option for the three (3) additional one-year periods, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. The City reserves the right to accept or reject any price increase and to cancel the extension notice if price increases are not acceptable. Any notice of price increase shall show item number, price, and contract number.

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.

ADDITIONAL WORK

The City reserves the right to negotiate a fair and reasonable price for any additional work not covered in these specifications. No additional work shall be performed without the written authorization of the City.

SUBCONTRACTING

If Bidder is unable to provide services directly, Bidder shall use a Subcontractor.

Bidder shall list the name and location of the place of business of each Subcontractor who will perform work, labor, or services for the bidder, 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 the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid.

Does this bid include the use of subcontractors?

Yes _____ No X Initials GM

MINIMUM ORDERS

No "minimum orders" are permitted. Bids indicating a minimum order will be rejected.

PAYMENT TERMS

Payment terms are Net30. If other, please specify Net 15 days; 5 % discount in 15 days. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids.

CONTRACT / PURCHASE ORDER RELEASES

A Contract will be sent to the Contractor by the City Purchasing Agent. City Departments will issue releases (purchase orders) against the Contract. Shipment shall be made against the contract release number. The Contractor must reference the contract release number (purchase order) and not the Contract number on all invoices.

CALIFORNIA WAGE RATE REQUIREMENTS

This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5th floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the **2021-2 prevailing wage** rate, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site.

The Contractor to whom the contract is awarded, and its subcontractors, shall pay to all workers in the performance of the work not less than the prevailing rate of wages needed to execute the contract.

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Bidders are directed to Section 5-3, "Labor," of the Standard Specifications for Public Works Construction (The "Greenbook" 2021 Edition), with the following language added to Subsection 5-3.2, "Prevailing Wages," and add the following:

The contractor shall cause all work performed in connection with construction of the Work to be performed in compliance with all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code. The Contractor shall indemnify, defend and hold the City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties") harmless from any and all claims, causes of action or liabilities that may be asserted against or incurred by Indemnified Parties with respect to or in any way arising from the Work's compliance with or failure to comply with applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, as provided for in the Labor Code of the State of California.

The Contractor and its subcontractors shall pay directly to each worker employed by them on the Work, who is not a member of an organization having a recognized collective bargaining agreement for that particular craft or work classification, or to make such payments irrevocably to a trustee or to a third person, pursuant to a fund, plan or program for the benefit of employees, their families and dependents, the full value of the employer payments identified in the preceding paragraphs as being included as a part of per diem wages.

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

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site that administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases shall be not less than one to five except as specified by law.

The Contractor shall contribute to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices, or journeymen in an apprenticeable trade, and if other contractors on the site are making such contributions.

Information on apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards branch office, located at 320 West 4th Street, Room 950, Los Angeles, CA

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE

This project is subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

Ready-mix haulers and companies that deliver ready-mixed concrete for public works projects are subject to prevailing wage requirements per Labor Code 1720.9 and are considered subcontractors under Labor Code section 1722.1 and must register with the Department of Industrial Relations as specified in Labor Code section 1725.5. A Contractors State License Board license is not required to register with DIR or to work on a public works project (contractors working in a trade that is subject to licensing by the CSLB will still be subject to CSLB licensing requirements).

CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH

Please refer to number 11 of Instruction to Bidders.

APPRENTICESHIP EMPLOYMENT

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

PENALTIES

Contractor and subcontractors are subject to penalties, including but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Sections 13.28 through 13.31 and/or Labor Code § 1720 et seq.

FIRST SOURCE HIRING PROGRAM

All contractors and subcontractors (“contractors”) performing any work for this award shall be required to comply with the First Source Hiring pilot program. Hiring Long Beach residents to work as contractors for the City of Long Beach (“City”) benefits the community, the local workforce, and makes the best use of public funds. First Source Hiring requires qualified City residents be given first consideration for hire through a referral system administered by Pacific Gateway for contracts entered into by the City for non-professional services valued at more than \$100,000 annually, and for City construction/renovation projects, including right of way work, valued at greater than \$100,000 up to, but not including, \$500,000.

All contractors on this project will be required to utilize Pacific Gateway as a first resource to fill all “net new jobs” created through this award. “Net new job” is a full-time, wage-paying job requiring at least thirty-five (35) hours per week, or a part-time, wage-paying job requiring from twenty (20) to thirty-four (34) hours per week, which (i) is a new position that did not exist prior to the date of contract, and (ii) is filled by a new person who is not listed on the employer’s last quarterly tax statement for the period prior to the date of contract award. This is for any net new job created at any point in the duration of the contract.

The City retains a ten (10) calendar day reservation period for any net new hires, which is meant to run concurrent with other processes to not delay work or contractor preparation. At least 10 days prior to initiating any steps to source candidates for employment opportunities, the contractor(s) shall provide Pacific Gateway with job descriptions via the First Source Hiring Program Employee Forecast Form.

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During the ten-day reservation period, contractor(s) shall: receive from Pacific Gateway a list of qualified, pre-screened local candidates to fill the vacancies; review the candidates; and inform Pacific Gateway of the candidates the contractor is or is not interested in further evaluating. The contractor(s) shall make a good faith effort to hire these candidates and shall use normal hiring practices, including interviews, to consider all applicants referred. The interview process can occur outside of the ten-day window. The contractor(s) shall conduct a close-out with Pacific Gateway after positions have been filled by providing Pacific Gateway with a completed First Source Hiring Program Candidate Disposition Form.

For union contractors, First Source Hiring requires the contractor(s) to work with their local union to make good faith efforts to fill net new job positions with qualified City residents during the ten-day local reservation period. During that ten-day reservation period, the union contractor(s) shall: complete the First Source Hiring Program Craft Employee Request Form annotating any new positions, and fax the form to the applicable union representative and Pacific Gateway. The contractor(s) shall conduct a close-out with Pacific Gateway by providing a completed First Source Hiring Program Candidate Disposition Form after all positions have been filled.

All proposers/bidders are required to attest to their intent to meet and comply with the requirements of the City's First Source Hiring Program by submitting evidence of their acceptance of the terms and conditions by the execution of the Compliance Certification Form in **Attachment G**, which must be submitted with their response to this procurement opportunity. At the time that any contractor enters into a subcontract with any subcontractor providing for the performance of this work, the contractor shall require the subcontractor, as part of accepting the award of a subcontract, to agree in writing utilizing the same Compliance Certification Form, to the terms and conditions of First Source Hiring.

Upon issuance of the Notice of Intent to Award, the City will notify Pacific Gateway of the selected contractor(s) and upon award, Pacific Gateway will contact the awarded contractor for the remaining forms. The prime contractor shall be responsible for ensuring any named subcontractors complete the First Source Hiring Program requirements prior to the commencement of work on the project. Noncompliance with the First Source Hiring Program may result in liquidated damages assessed per day/per occurrence, as specified in the First Source Hiring Program Compliance Certification Form. See attachments for required forms.

VENDOR CONTACT INFORMATION

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

PRIMARY CONTACT:

NAME: Scott Milne

TITLE: President

ADDRESS: 7541 Anthony Ave., Garden Grove CA 92841

OFFICE PHONE: 714 462-3282

FAX: _____

CELL: (714) 334-0471

EMAIL: Smilne@Gunner-Concrete.com

VENDOR'S EMPLOYEES

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

SPECIFICATIONS

GENERAL

The City is requesting bids from qualified firms to furnish and deliver as-needed slurry ready-mix concrete throughout the term of the contract. City Departments will specify quantities and order details for each order that is requested.

STANDARD SPECIFICATIONS

Bidders are directed to the Standard Specifications for Public Works Construction (The 2021 "Greenbook") as the standard under which to bid and to reference for the duration of the contract.

The most common cement slurry mix used for the City including but not limited to are 520-C-2500 for Street Surface Improvements and 560-C-3250 Sewer & Storm Drainage Facilities. Regarding fly ash, bidders are directed to Subsection 201-1.2.5.3 - Fly Ash.

STANDING AND UNLOADING TIME

Bidder shall make allowances in the bid for twenty (20) minutes of free truck and trailer standing and/or unloading time. Bidder shall state in the bid the hourly rate to be charged for standing and unloading time in excess of the specified free time (twenty (20) minutes).

For Pressure Grouting Operations, bidder shall make allowances in the bid for thirty (30) minutes of free unloading time. Bidder shall enter in the line item pricing of PlanetBids the hourly rate to be charged in excess of the free unloading time per cubic yard of material.

CONCRETE PUMPER

The City may require services for a Concrete Pumper. If Bidder is unable to provide services directly, please refer to page 20 for Subcontractor requirements. The City reserves the right to award based on the vendor's ability to provide the required services.

ADEQUATE STOCK

The Contractor shall maintain adequate stock for timely deliveries of all orders including but not limited to emergency and fill-in orders, as needed by the City.

MISCELLANEOUS ITEMS

Miscellaneous related materials and items not listed herein may be purchased by the City from the Contractor. Bidder shall enter in the line item pricing of PlanetBids the percentage discount offered to the City from their company's price list for miscellaneous related materials and items. Said discount shall remain firm throughout the contract period. The City may request for a price list of items not specified herein to be provided following bid award.

SPECIFICATIONS

SHIPPING AND DELIVERY REQUIREMENTS

Delivery shall be made within twenty-four (24) to forty-eight (48) hours ARO unless otherwise scheduled by the requesting department. Prices quoted shall include all delivery and unloading charge to the City of Long Beach, at multiple job sites or various locations, including the Cities of Signal Hill and Hawaiian Gardens, in accordance with the specifications. The City reserves the right to award based on the vendor's ability to provide the required delivery time for any, and all the services being requested. Delivery locations and City contacts will be specified in each purchase order.

SAME DAY, NIGHT AND WEEKEND DELIVERY

The City desires the ability to order ready mixed concrete to be available for an occasional same day delivery, night or weekend service. These services would be required on an emergency basis. Bidder shall indicate "no bid" in the comments of the line item pricing of PlanetBids if same day delivery, night and/or weekend services is not being offered. The City reserves the right to award based on the vendor's ability to provide the required services.

CANCELLATION

On rare occasions, the City may cancel an order. There shall be no extra charge incurred to the City if the cancellation was confirmed by the Bidder and the City cancelled within the given specifications listed in the line item pricing of PlanetBids. The Bidder shall indicate the cancellation fee in the line item pricing of PlanetBids.

DEPARTMENT LOCATIONS AND CONTACT INFORMATION

Department	Address	Contact	Title/Division	Contact Number
Energy Resources	2400 E. Spring Street Long Beach, 90806	Raul Martinez	Mechanical Engineering Associate	(562) 570-2033
Harbor (Port of LB)	725 Harbor Plaza Long Beach, 90802	Garett Potter Julio Flores	Maintenance Planner II	(562) 283-7327 (562) 283-7335
Parks, Recreation and Marine	2760 Studebaker Road Long Beach, 90815	George Acevedo	Superintendent	(562) 570-4889
Public Works	1601 San Francisco Ave. Long Beach, 90813	Willie Owens Daryl Gee	Street Maintenance Traffic Operations	(562) 570-2784 (562) 570-3264
Water	1731 E. 33 rd Street Long Beach, 90807	Michael Salas	Superintendent	(562) 570-2437

BID SECTION

ALL PRICES SHALL NOT INCLUDE SALES TAX. DELIVERY OF ALL MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES SHALL BE **FOB DESTINATION CITY OF LONG BEACH OR OTHER LOCATIONS WHICH SHALL BE DESIGNATED AT THE TIME OF ORDER.**

There shall be no additional charges for fuel, fuel surcharges, disposal fees/increases, travel time, labor or insurance charges, or any other charge not listed. All costs shall be included in the unit cost.

Orders will be placed by City departments on an as needed basis. The sizes and amounts of the orders may vary. The City does not guarantee that it will place a minimum quantity or dollar amount of orders.

PRICING SHALL BE ENTERED ELECTRONICALLY IN PLANETBIDS.

SUMMARY OF BID ITEMS

Item	Description	Unit of Measure	Unit Price
A	Short Load Charge per cubic yards (yd³) based on 520 lb. mix.		
1	9.00 or more cubic yards	Per cubic yards (yd ³)	Input Electronically <i>200.00</i>
2	8.50 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>250</i>
3	8.00 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>250</i>
4	7.50 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>250</i>
5	7.00 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>250</i>
6	6.50 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>250</i>
7	6.00 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>250</i>
8	5.50 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>250</i>
9	5.00 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>300</i>
10	4.50 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>300</i>
11	4.00 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>300</i>
12	3.50 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>300</i>
13	3.00 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>300</i>
14	2.50 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>400</i>
15	2.00 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>400</i>
16	1.50 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>500</i>
17	1.00 cubic yards	Per cubic yards (yd ³)	Input Electronically <i>500</i>
B	Cement Slurry		
18	Class 520-C-2500 1" Place Mix	Per cubic yards (yd ³)	Input Electronically <i>250</i>
19	Class 560-C-3250 1" Place Mix	Per cubic yards (yd ³)	Input Electronically <i>300</i>
20	Class 600-C-2500 Place Mix	Per cubic yards (yd ³)	Input Electronically <i>350</i>
21	Class 660-C-4000 1" Place Mix	Per cubic yards (yd ³)	Input Electronically <i>400</i>
22	Class 565-E-2500P 3/8" Pump Mix	Per cubic yards (yd ³)	Input Electronically <i>250</i>
23	0 Sack Sand Slurry	Per cubic yards (yd ³)	Input Electronically <i>130</i>
24	1/2 Sack Sand Slurry	Per cubic yards (yd ³)	Input Electronically <i>150</i>
25	1 Sack Sand Slurry	Per cubic yards (yd ³)	Input Electronically <i>160</i>
26	1 1/2 Sack Sand Slurry	Per cubic yards (yd ³)	Input Electronically <i>170</i>
27	2 Sack Sand Slurry	Per cubic yards (yd ³)	Input Electronically <i>180</i>
28	3 Sack Sand Slurry	Per cubic yards (yd ³)	Input Electronically <i>190</i>
29	Accelerator Polar Set 1 percent – Additional Fee	Ounce	Input Electronically <i>10.00</i>

BID SECTION

Item	Description	Unit of Measure	Unit Price	
C	Pump Mix or Slurry based on 520 lb. mix			
30	Difference to be added or deducted from base price	Per Sack	Input Electronically	10.00
D	Pressuring Grouting, Flowable Fill Mix			
31	1½ bags Cement	Per Yard	Input Electronically	200
32	1½ bags Fly Ash	Per Yard	Input Electronically	200
33	Contractor shall allow thirty (30) minutes free unloading time per cubic yard of material ordered. State the hourly rate for any excess unloading time per hour.	Per Hour	Input Electronically	200
E	Concrete Pumper, bidder may be required to provide a Concrete Pumper.			
34	Minimum Fee	Per Job	Input Electronically	500
35	Minimum number of cubic yards	Per Cubic Yard (yd³)	Input Electronically	2
F	Standing Time Charge, in-excess-of the free twenty (20) minutes per cubic yard (yd³) truck and trailer standing and/or unloading time.			
36	Rate per truck in-excess-of twenty (20) minutes	Per Hour	Input Electronically	200
37	Rate per truck in-excess-of twenty (20) minutes	Per Minute	Input Electronically	200
G	Delivery Charges and Rates			
38	Cost per cubic yard added to the quoted price for delivery between the hours of 3:00 p.m. and 6:00 a.m., PST (Monday through Friday).	Per Cubic Yard (yd³)	Input Electronically	6000
39	Saturday a.m. delivery cost per cubic yard added to the quoted price.	Per Cubic Yard (yd³)	Input Electronically	30.00
40	Saturday p.m. delivery cost per cubic yard added to the quoted price.	Per Cubic Yard (yd³)	Input Electronically	700
41	Sunday/holiday and Same Day delivery service charge	Per Order	Input Electronically	2000
42	Sunday/holiday a.m. additional charge will be added to the quoted price.	Per Cubic Yard (yd³)	Input Electronically	700 = 200
43	Sunday/holiday p.m. additional charge will be added to the quoted price.	Per Cubic Yard (yd³)	Input Electronically	400 = 300, 4
H	Cancellation Requirements			
44	Cancellation fee applies if cancellation notice is not made by the City within three hours or more prior to the scheduled delivery.	Per Order	Input Electronically	400.00
45	Cancellation received within three hours of requested delivery time will be charged per hour for each truck required to service the job. One hour minimum per truck.	Per Hour	Input Electronically	200
I	Additional Fees			
46	Environmental Charge, regardless of size.	Per Load	Input Electronically	30 1.00
47	Regulatory Charge, regardless of size.	Per Load	Input Electronically	30 1.00
48	Energy Charge, regardless of size.	Per Load	Input Electronically	30 1.00
J	Miscellaneous Related Materials and Items			
49	Percentage discount being offered to the City for miscellaneous related materials and items, e.g., if you are offering 15 percent off, please enter .15	Decimal	Input Electronically	0.00

ATTACHMENT A

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

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

Gunner Concrete

Business/Contractor/Agency

Geneva Milne

Name of Authorized Representative

CEO

Title of Authorized Representative



Signature of Authorized Representative

2/27/2022

Date

r21411

ATTACHMENT A

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 Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors 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 any time, 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

ATTACHMENT B

REFERENCE LIST



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

Reference Information Form

Client/Contractor Name City of Huntington Beach

Project Manager/Contact Name Ricky Lemus E-mail ELEMUS@surfcity-hb.org Ph. No. 714-907-6841

Address 7512 Coarfield Ave., Huntington Beach CA 92648-2096

Project Description On Call Concrete Mix

Project Dates (Start and End) 1/13/2022/12/31/2022 Contract Term(s) Net 30 days Contract Amount \$20,000.00

Client/Contractor Name City of Buena Park

Project Manager/Contact Name Jeff Porter E-mail JPorter@buenapark.com Ph. No. (714) 331-1109

Address 6650 Beach Blvd., Buena Park, CA 90621

Project Description On Call Concrete mix

Project Dates (Start and End) 1/13/2022 Contract Term(s) Net 30 days Contract Amount Open
-open

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Reference Information Form – Attachment B



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

Reference Information Form

Client/Contractor Name City of Huntington Beach
 Project Manager/Contact Name Ricky Lewis E-mail ELewis@surfcity-hb.org Ph. No. 714-907-6841
 Address 7512 Coarfield Ave., Huntington Beach CA 92648-2090
 Project Description On Call Concrete Mix
 Project Dates (Start and End) 1/13/2022/12/31/2022 Contract Term(s) Net 30 days Contract Amount 120,000.00

Client/Contractor Name City of Buena Park
 Project Manager/Contact Name Jeff Porter E-mail JPorter@buenapark.com Ph. No. (714) 331-1109
 Address 6650 Beach Blvd., Buena Park, CA 90621
 Project Description On Call Concrete mix
 Project Dates (Start and End) 1/13/2022 Contract Term(s) Net 30 days Contract Amount open

Client/Contractor Name city of Westminster
 Project Manager/Contact Name Tony E-mail _____ Ph. No. 714 335 2386
 Address 8200 Westminster Blvd Westminster CA
 Project Description on call concrete mix
 Project Dates (Start and End) 1/13/22 Contract Term(s) Net 30 Contract Amount open

Client/Contractor Name City of Bell Gardens-Alfred Onate
 Project Manager/Contact Name City of Bell Gardens E-mail adonate@bellgardens.org Ph. No. 562 755 7283
 Address 7100 Garfield Ave, Bell Gardens 90201
 Project Description on call concrete mix
 Project Dates (Start and End) 1/13/22 Contract Term(s) 30 days Contract Amount open

Client/Contractor Name Building 5 Septic
 Project Manager/Contact Name Daniel Johnson E-mail info@building5septic.com Ph. No. 909 921 9008
 Address 10 E Vine St # 208 Redlands CA 92373
 Project Description on call concrete mix
 Project Dates (Start and End) 2/10/22-2/10/22 Contract Term(s) COB Contract Amount 1200

Reference Information Form - Attachment B

ATTACHMENT C

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

Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Request for Taxpayer
 Identification Number and Certification**

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Gunner Concrete	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 18912 Canyon Cir	Requester's name and address (optional)
6 City, state, and ZIP code Villa Park CA 92861	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶ 2/24/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT D
EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: Geneva Milne Title: CEO

Signature:  Date: 2/24/2022

Business Entity Name: Gunner Concrete

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONSULTANT/VENDOR INFORMATION

Name: Gunner Concrete Federal Tax ID No. [REDACTED]
Address: 7541 Anthony Ave.
City: Garden Grove CA State: CA ZIP: 92841
Contact Person: G Milne @ gunner-concrete.com Telephone: 714 462-3282
Email: Geneva.Milne Fax: _____

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Consultant/Vendor has no employees. ___ Yes X No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? X 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?
X Yes ___ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
X 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? X 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. Consultant/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 Consultant/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 Consultant/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the Consultant'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 24 day of February, 2022, at Gardena, CA

Name Geneva Milne Signature [Signature]

Title CEO Federal Tax ID No. [Redacted]

ATTACHMENT E

INSURANCE REQUIREMENTS



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

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 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 One Million Dollars (US \$1,000,000) 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



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

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.

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 of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

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.

Printed Name: Geneva Milne Title: CEO.
Signature: [Handwritten Signature] Date: 2/24/2022

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION


Please provide print out showing your business is registered with the California Secretary of State.

Individual and Sole Proprietor businesses are exempt.

<https://businesssearch.sos.ca.gov/>

businesssearch.sos.ca.gov

Skip to Main Content | Skip to Footer



Dr. Shirley N. Weber
California Secretary of State

Home About Business Notary & Authentications Elections Campaign & Lobbying State Archives Registries News Contact

Business Entities (BE)

Online Services

- File LLC Statement of Information
- File Corporation Statement of Information
- Business Search
- Publicly Traded Disclosure Search
- Current Processing Dates

Service Options

- Name Availability
- Forms, Samples & Fees
- Statements of Information (annual/biennial reports)
- Filing Tips
- Information Requests (certificates, copies & status reports)
- Service of Process
- FAQs
- Contact Information

Resources

- Business Resources
- Tax Information
- Starting A Business Checklist
- FTB Nonprofit Dissolution
- FTB Administrative Dissolution/Surrender Notice
- FTB Abatement

Business Search

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, with free PDF copies of imaged business entity documents, including the most recent Imaged Statements of Information filed for corporations and limited liability companies.

Currently, information for limited liability partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), general partnerships, associations, and other entity types are not contained in the Business Search. If you wish to obtain information about these entity types, download, complete, and submit a [Business Entities Records Request Form](#), to request copies of filings for these entity types.

Note: This search is not intended to serve as a name reservation search. For information on reserving a name, refer to [Name Reservations](#).

To conduct a search:

- Select the applicable search type.
- In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the search filter you wish to use to locate the entity if searching for an entity name.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

All fields marked with an asterisk (*) are required.

Search Type *
 Corporation Name LP/LLC Name Entity Number

Search Criteria * Search Filter

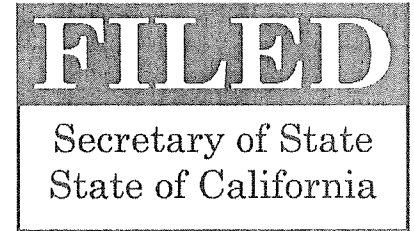
The Search Criteria field is required.

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).



California Secretary of State
Electronic Filing



Corporation - Statement of Information

Entity Name: GUNNER CONCRETE INC.

Entity (File) Number: C4324705

File Date: 09/02/2021

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GW28059

Detailed Filing Information

1. Entity Name: GUNNER CONCRETE INC.

2. Business Addresses:
 - a. Street Address of Principal Office in California: 18912 Canyon Circle
Villa Park, California 92861
United States of America

 - b. Mailing Address: 18912 Canyon Circle
Villa Park, California 92861
United States of America

 - c. Street Address of Principal Executive Office: 18912 Canyon Circle
Villa Park, California 92861
United States of America

3. Officers:
 - a. Chief Executive Officer: Geneva Milne
18912 Canyon Circle
Villa Park, California 92861
United States of America

 - b. Secretary: Geneva Milne
18912 Canyon Circle
Villa Park, California 92861
United States of America

Document ID: GW28059



California Secretary of State Electronic Filing

Officers (cont'd):

- c. Chief Financial Officer: Douglas Scott Milne
18912 Canyon Circle
Villa Park, California 92861
United States of America
4. Director: Geneva Milne
18912 Canyon Circle
Villa Park, California 92861
United States of America
- Number of Vacancies on the Board of Directors: 0
5. Agent for Service of Process: Geneva Milne
18912 Canyon Circle
Villa Park, California 92816
United States of America
6. Type of Business: Construction

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Geneva Milne

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.



State of California

Department of Industrial Rel

Contractor Information

Legal Entity Name

Gunner Concrete

Legal Entity Type

Corporation

Status

Active

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Registration Number

PW-LR-1000857841

Registration effective date

01/12/22

Registration expiration date

06/30/24

Mailing Address

18912 Canyon Cir. Villa Park 92861 CA United State...

Physical Address

7541 Anthony Ave. Garden Grove 92841 CA United ...

Email Address

gmilne@gunner-concrete.com

Trade Name/DBA**License Number (s)**

Registration History

Effective Date	Expiration Date
01/12/22	06/30/24

Legal Entity Information

Corporation Entity Number:

4324705

Federal Employment Identification Number:

872661934

President Name:

Geneva Milne

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agency for Service:

Agent of Service Name:

Geneva Milne

Agent of Service Mailing Address:

18912 Canyon Cir. Villa Park 92861 CA U

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email
-----------------	----------	-----------	-----------

Insured by Carrier

Policy Holder Name:

Gunner C.

Insurance Carrier:

State Fun

Policy Number:

93097962

Inception date:

12/10/21

Expiration Date:

12/10/22

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City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

ATTACHMENT G FIRST SOURCE HIRING PROGRAM COMPLIANCE CERTIFICATION

Any proposer/bidder is required to attest to their intent to meet and comply with the requirements of the City's First Source Hiring Program, which requires qualified City residents be given first consideration for hire on any net new jobs resulting from the contract or associated subcontracts through a referral system administered by Pacific Gateway. These conditions are required on any non-professional (i.e. not consulting nor similar professional services) contracts valued at more than \$100,000 annually, or construction/renovation contracts valued at greater than \$100,000 up to, but not including, \$500,000.

During the term of the contract, the contractor and all subcontractors, henceforth referred to as "contractor(s)", shall:

1. At least ten calendar days prior to initiating any steps to source candidates for a job opportunity, provide notification of that opportunity to Pacific Gateway via the First Source Hiring Employment Forecast Form;
2. Within those ten days, review the pre-screened candidates referred by Pacific Gateway, and inform Pacific Gateway of any candidates the contractor/subcontractor is interested in further evaluating;
3. Conduct interviews of candidates the contractor is interested in further evaluating. The interviews can be outside of the 10-day window;
4. Provide Pacific Gateway with a close-out report by utilizing the First Source Hiring Program Candidate Disposition Form. List all referred candidates, annotating who was or was not hired. For those not hired, the rationale for the decision shall be given.

Union Contractors: Union contractors shall work with local trades union to fill vacancies with Long Beach residents while adhering to the ten-day window described above. Contractors shall:

1. Complete the First Source Hiring Program Craft Employee Request Form and provide it to the associated union representative. The contractor shall forward Pacific Gateway a copy of all personnel requests made to the trades unions to show evidence of fulfilling local resident consideration;
2. Complete the First Source Hiring Program Candidate Disposition Form to provide Pacific Gateway a list of individuals hired from the unions, and if they were not hired, the reason why.

Contractors performing work that is subject to First Source Hiring shall certify their acceptance of compliance as part of their proposal. Failure to comply to the First Source Hiring program may result in liquidated damages assessed per day/per occurrence. Signing below constitutes a legal signature confirming the contractor acknowledges and agrees to the terms above and will comply with the First Source Hiring program.

Contractor Type: Prime Contractor Subcontractor

Union Contractor: Yes No

Anticipated net new jobs: 1

Printed Name: Abeneug Milne

Signed: *Abeneug Milne*

Date: 2/24/2022

Title: CEO

Phone: 714-462-3282

FOR OFFICE USE ONLY:	
<input type="checkbox"/> PURCHASING	DATE: _____
<input type="checkbox"/> PACIFIC GATEWAY	DATE: _____

ATTACHMENT H



FIRST SOURCE HIRING PROGRAM CANDIDATE DISPOSITION FORM

To the Contractor: Complete and email this form to Eric.Galeana@pacific-gateway.org at Pacific Gateway with the subject line of "First Source Hiring Program Submission" when net new jobs for the contract have been filled, or when candidate list has been exhausted, whichever occurs first.

Name of Contractor: Gunner Concrete Phone: 714 462-3282

Prime Contractor Subcontractor Specify Prime Contractor: _____

Street Address: 7541 Anthony Ave City: Garden Grove

State: CA Zip: 92841 Email: Geneva@gunner-concrete.com

Name of Project: Slurry/Ready-mix Concrete RFP/ITB#: LB 22-013

Candidate Information

Listing of candidates supplied by Pacific Gateway or Union Representative: (Attach additional sheets as necessary).

Candidate Name	Interview (Y or N)	Hired (Y or N)	Union (Y or N)	Brief Reason for Selection/Non-Selection

Check here if additional candidates are listed on page 2.

I declare the above information is an accurate representation of candidate disposition pertaining to our efforts to fulfill the requirements of the First Source Hiring Program for this contract.

Geneva Milne
Printed Name of Contractor

CEO
Title

[Signature]
Signature

2/24/2022
Date

ATTACHMENT I



FIRST SOURCE HIRING PROGRAM CRAFT EMPLOYEE REQUEST FORM (Union)

To the Contractor: Please complete and fax/email this form to the applicable union representative to request craft workers that fulfill all hiring requirements for this project. A duplicate email is to be sent to Pacific Gateway at Eric.Galeana@pacific-gateway.org using the email subject line **"First Source Hiring Craft Employee Form"**. Please verify receipt of request with the union and substantiate their capacity to furnish the workers specified below. Please print your fax Transmission Verification Reports and keep copies for your records.

To the Union: Please complete the "Union Use Only" section and fax this form back to the requesting contractor. Once completed, please retain a copy for your records and send a copy to Pacific Gateway at (562) 570-4551.

To: Local Union #: N/A Fax #: _____ Date: _____

CC: Pacific Gateway Eric.Galeana@pacific-gateway.org

From (Company) _____ Person Sending: _____

Contact Phone#: _____ Contact Fax: _____

The above company has been awarded a contract with the City of Long Beach subject to the Long Beach First Source Hiring Program. This program requires that the contractor make good faith efforts to hire qualified Long Beach residents to fill any net new job positions available as a result of the awarded contract. Please dispatch union craft employees from the following zip codes first, followed by general dispatch per normal union dispatch procedures.

Covered Zip Codes of Residence

90802	90803	90804	90805	90806	90807
90808	90810	90813	90814	90815	90822

Craft Employees Requested (attach additional sheets as needed)

QTY#	CRAFT POSITION	JOURNEYMAN OR APPRENTICE	LOCAL DISTRICT RESIDENT	REPORT DATE	REPORT TIME
			✓		
			✓		
			✓		

Please have the worker(s) report to the project site address indicated below:

Project Name: _____ RFP/ITB# _____

Site Address: _____ Report To: _____

On-site Tel.#: _____ On-Site Fax #: _____

Comments or special instructions: _____

UNION USE ONLY

Reception Date: _____ Dispatch Date: _____ Received By: _____

Requested Dispatch	Available for Dispatch	Unavailable for Dispatch	Comments
Local Dispatch	<input type="checkbox"/>	<input type="checkbox"/>	
General Dispatch	<input type="checkbox"/>	<input type="checkbox"/>	

ATTACHMENT J



FIRST SOURCE HIRING PROGRAM EMPLOYMENT FORECAST FORM (Non-Union)

CONTRACTORS: This form should be submitted any time there are anticipated job opportunities resulting from the City contract. The completed form must be submitted to Pacific Gateway at Eric.Galeana@pacific-gateway.org after award of contract, and at least ten days prior to opening of any employment opportunities. Email subject line should be "First Source Hiring Employment Forecast".

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Gunner Concrete Phone#: 714 462-3282
Designated Contact Person: Geneva Milne Email: Gmilne@Gunner-Concrete.com
Street Address: 7541 Anthony Ave. City: Garden Grove
State: CA Zip: 92841 [X] Prime Contractor [] Subcontractor
If Subcontractor, name of Prime Contractor:

Name of Project: Slurry/Ready-mix Concrete RFP/ITB# LB 22-013

1. How many total employees work for your Company? 7

2. How many employees will be working directly for the City contract? 5

SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES

Indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and/or details.

Table with 2 columns: Job # and Job Classification. Job # 1: Driver/mixer operator, # of openings: 1. Job # 2: blank.

SECTION III. CONTRACTOR SIGNATURE

I declare that I am authorized to bind the entity listed on this form and that the information provided is true and correct to the best of my knowledge.

Printed Name of Contractor/Subcontractor: Geneva Milne

Title: C.E.O

Signature: [Handwritten Signature]

Date: 2/24/2022

For Office Use Only: Received By: Date: Referral List Provided By: Date:

ATTACHMENT K

LOCAL PREFERENCE

ATTENTION LONG BEACH BUSINESS OWNERS:

In order to help support the success of businesses in Long Beach such as yours along with local jobs, the City of Long Beach has a local preference provision.

In bids for materials, equipment, supplies and nonprofessional services, Long Beach-based businesses meeting the criteria set forth below may have their bid price reduced by ten percent solely for the purpose of determining the lowest responsible bid (if selected as the winning bid, you would be paid based upon your actual bid price, not the reduced price).

The maximum preference a bidder may be awarded pursuant to this Section and any other provision of law shall be ten percent (10%). However, in no case shall the maximum preference cost under this Section exceed ten thousand dollars (\$10,000.00) for any bid.

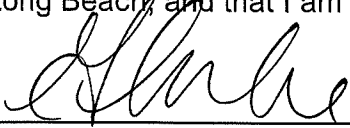
The City Purchasing Agent has determined that the local preference is applicable to this Invitation to Bid. (The local preference does not apply to bids for all purchases funded in full or a fraction thereof by any tidelands fund, by any grant funds, nor by any funds received from the State of California. This section shall not apply to purchases made pursuant to Section 1801 and 1807 of the City Charter and to bids for public works, as that term is defined in Section 1720(a) of the California Labor Code.)

If your business qualifies for the local preference, please certify your eligibility by signing on the space provided below and attaching copies of the following documents to your bid package:

1. A current, valid business license from the City of Long Beach showing a place of business within the city limits; and
2. A current, valid seller's permit (also known as a sales tax permit) showing a place of business within the city limits.

CERTIFICATION

I certify that I possess a current valid City of Long Beach business license and a current valid seller's permit, both showing a place of businesses in the City of Long Beach, and that I am eligible for the City of Long Beach local preference.


Signature

Geneva Milne
Printed Name

2/24/2022
Date

CEO
Title