

ORIGINAL

BID NUMBER ITB LB15-020

TO: CITY OF LONG BEACH
ATTN: CITY CLERK OFFICE
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

BUILDING MATERIAL, LUMBER
AND RELATED

CONTRACT NO. LB15-020 33751

1. COMPLETE CONTRACT:

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

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

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

3. AMOUNT TO BE PAID:

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

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: ANAHEIM CA ON THE 2 DAY OF January, 20 15.

COMPANY NAME: GANAHL Lumber Co TIN: [REDACTED]

STREET ADDRESS: 1220 E. Ball Rd CITY: ANAHEIM STATE: CA ZIP: 92805

PHONE: 714 238 2172 FAX: ~~714 772 7232~~ 714 772-4237

SI J. E. Lopez (SIGNATURE) V.P. / CONTRACTING OFFICER (TITLE)

J. E. Lopez (PRINT NAME) johnlopez@ganahl.com (EMAIL ADDRESS)

SI [Signature] (SIGNATURE) Industrial Sales (TITLE)

Bob Barnard (PRINT NAME) bobbarnard@ganahl.com (EMAIL ADDRESS)

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

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

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

2/24/15
Date

APPROVED AS TO FORM 2-19, 20 15.
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER ITB LB15-020

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

- Corporation State of CA
- Partnership State of _____
- General Limited
- Joint Venture
- Individual DBA

Limited Liability Company State of _____

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

OPTIONAL

Ethnic (Check one):

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

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

- Yes No

Name of certifying agency:

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIF

County of Orange

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

personally known to me - **OR** - 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.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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

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):

**BID NUMBER ITB LB15-020
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.

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INSTRUCTIONS TO BIDDERS**

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

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

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

SUBCONTRACTORS

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

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

Company Name: _____

Address: _____

Commodity/Service Provided: _____
Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____
Valid thru: _____
Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: JANUARY 7, 2015
TIME: 11:00 am

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

LENORE BLUEFORD (562) 570-5384
BUYER II TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices 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 after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

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

YES NO

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

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INSTRUCTIONS TO BIDDERS**

19. AMERICANS WITH DISABILITIES ACT:

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

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT – GENERAL CONDITIONS

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 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 and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

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

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

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

CONTRACT – GENERAL CONDITIONS

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:

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

Furnish and deliver building material, lumber and related items to the City of Long Beach in accordance with department needs and fund availability.

BID TIMELINE

Bid release date: December 10, 2014

Bid due date: January 7, 2015

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.

Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- _____ Reference List
- _____ Debarment Certification Form
- _____ Equal Benefits Ordinance Form (EBO)
- _____ Small Business Enterprise Program Commitment Plan Form (SBE)
- _____ W-9 Form

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one (1) identical copy marked "COPY" and one electronic media PDF copy of bid and Excel price spreadsheet (USB drive, CD or other readable media). All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach
C/O City Clerk
Attn: Lenore Blueford
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

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

ITB LB15-020 BUILDING MATERIAL, LUMBER & RELATED

Bids must be received by 11:00 AM PT, January 7, 2015. Bids 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.

REFERENCES

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

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

RIGHT TO REJECT BID

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

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Purchasing and Business Services Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

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 Purchasing and Business Services Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the Purchasing and Business Services Manager, 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 Purchasing and Business Services Manager by the close of the business on the third (3rd) business day.

The Purchasing and Business Services Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Purchasing and Business Services Manager 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.

SPECIFICATIONS

CONTRACT PERIOD

Twenty-four months after date of award or after the expiration of the current contract, whichever is earlier. This Contract may be extended by mutual agreement for up to two additional year in accordance with terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, 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. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

PRICE INCREASE

A. Shall not exceed 10 % during the first renewal period.

B. Shall not exceed 8 % during the second renewal period.

VENDOR CONTACT INFORMATION

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

Contact Name: Bob BAARNARD

Contact Direct Phone: 714 239 2172

Contact Cell: 714 313 8533

Contact Fax: 714 772 4237

Contact E-mail: bobbaarnard@ggnahl.com

INSURANCE See page 9 section 30

BOND PROVISIONS – N/A

BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by authorized personnel in the Department. Contractor must reference BPO release number and not the BPO number on all invoices.

SPECIFICATIONS

PAYMENT REQUIREMENTS

Contractor shall submit an itemized invoice, for each delivery, describing the list of items with quantities, of materials delivered. Cost of each item shall be indicated as per unit of measurement with the discount/markup offered in the Bid Section items.

The Contractor shall provide the invoice to the City with each billing. The invoice shall be sent to the Department contact. If the purchase order does specify the Department contact and address, the Contractor is responsible for obtaining the name and address of the Department contact upon order.

The Contractor shall submit upon completion of each order an invoice describing each service or items purchased. Itemization of invoices to include a detailed, description/summary of product or service performed (such as type of work performed, list of vehicle/materials with part numbers, labor hours charged listing tasks performed, authorizing authority of purchase, and the release purchase order number) and all applicable taxes on all invoices.

THE CITY WILL NOT PAY BASED ON THESE INVOICES, BUT INSTEAD WILL PAY BASED ON A MONTHLY SUMMARY INVOICE.

The Contractor shall submit an original plus two copies of the Monthly Summary Invoice, which shall be on the Contractor's business stationery, by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number(s) and cost for each invoice, along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment.

The City's Blanket Purchase Order, location of provided service and purchase order (release) number shall be indicated on all invoices. Contractor is responsible for obtaining the release number from the using department at the time of merchandise request. Each invoice shall include department, employee name and order identity numbers. Contractor shall not invoice for goods, materials, or supplies before merchandise has been shipped or delivered. Payment will not be authorized until merchandise has been received.

Travel time, freight, fuel charges, handling fee, or any other charges will not be accepted.

THE CITY WILL PAY BASED ON THESE INVOICES ON A NET 30 DAY BASIS

LIQUIDATED DAMAGES

Time is of the essence. If delivery is not completed by the time stated previously for delivery, Contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and that damages for such delay would be impracticable or extremely difficult to determine. The parties agree that the sum of \$100 per day for each day of delay for each order shall be fixed as liquidated damages (and not as a penalty or forfeiture for breach). Liquidated damages shall apply where delivery is delayed beyond the time stated and where delivery of materials to replace materials

SPECIFICATIONS

deemed substandard or nonconforming by the City is delayed beyond the time specified for such replacement.

If the Contractor is prevented or delayed in delivering the products by any default, act, or omission of the City, or by strikes, fire, act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions, then the time of delivery shall be extended for such period as may be agreed between the City and Contractor. The City may, at the time of acceptance of the products, waive liquidated damages which may have accrued for failure to deliver on time due to any of the above reasons after hearing evidence to the reasons for such delay and making a finding as to the cause of same.

DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding anything to the contrary in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract.

CONTRACT ENFORCEMENT

The Contractor or its authorized representative shall meet periodically, at the discretion and convenience of the City, with an authorized representative of the City to address any problems or other issues. All scheduled and regular service functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City representative(s) in the review and monitoring of Contractor's performance, records and procedures.

At the request of the City, the Contractor, or its appropriate representative, shall attend meetings as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

LAWS AND REGULATIONS

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this Contract, and shall defend, indemnify and hold the City, its officials and employees harmless from all liability, claim, cause of action, loss, fines, penalties, corrective measures, costs, and expenses (including attorney's fees) the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

SPECIFICATIONS

SUBCONTRACTING

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract without liability for damages.

If the City consents to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding on and inure to the benefit of the assignees, successors and administrators of the respective parties.

If the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

CONFLICT OF INTEREST

The Contractor 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 Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

DELIVERY/SHIPPING

DELIVERY

Bid price shall include all costs (handling, delivery, freight, unloading, etc) to the various locations in the City. The City reserves the right to make award based on delivery time quoted. Delivery shall be made within two (2) working days after receipt of order for regular stocked items. For special order lumber and related building materials, delivery shall be made within 7 – 10 business days.

LATE DELIVERIES

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

SHIPPING (SPECIAL) INSTRUCTIONS

Contractor shall have the ability to unload material at delivery site locations when a forklift is not available.

SPECIFICATIONS

WILL CALL

Contractor shall be available during normal business hours, Monday through Friday, for delivery and will call. During the term of the Contract, purchases may be considered an emergency and, therefore, "Will Call" provisions and Overnight/Next Day Delivery must be provided by the Contractor. Will Call location preferred to be within a 10-mile radius. Location may be a factor in awarding the bid.

What are your normal business hours? 6 a.m. - 6 p.m.

"Will Call" items shall be available for pick-up within four (4) hours after order.

Do you have these "Will Call" capabilities? YES NO

Will you provide "Overnight" or "Next Day" delivery? YES NO

ADEQUATE STOCK

Contractor shall maintain adequate stock of lumber and related building materials to accommodate City's needs, including emergencies, as needed throughout the length of the contract.

The City may inspect Contractor's facilities to determine if sufficient inventory of all required materials are maintained in order to meet the City's required delivery schedule. City's evaluation of Contractor's site, after inspection, may be a factor in determination of award.

ORDERS

Orders shall be placed by various departments throughout the City. The amount of the orders may vary. Orders will be placed on an as needed basis.

MISCELLANEOUS PURCHASES

Related items not listed herein may be purchased in the amount not to exceed \$1,000.00 per order.

MINIMUM ORDERS

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

FILL RATE

Contractor's fill rate for all orders placed under this blanket purchase agreement shall be no less than 95%.

PRICE ADJUSTMENT AND CONDITIONS

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

Maximum increase shown by Bidder may be a factor in determining award.

Prices quoted to the City in "**Cost Section, Summary of Bid Items, Section A**" shall be based on percentage mark-ups from Crow's Publication. Percentage mark-up shall remain firm for the duration of the Contract, but said Price List may be subject to

SPECIFICATIONS

fluctuation in accordance with changes issued by the manufacturer. Price Lists shall be submitted with bid, and must be in effect at time of bid opening and shall not be subject to change for a period of 90 days after bid opening.

If prices are increased in **Section A**, the City reserves the right to accept such increases, or to cancel such items from the Contract, or terminate the Contract in its entirety, without further obligation by either party in the event price increases are not acceptable. Contractor shall immediately notify the City Purchasing Agent in writing of such price increases, and shall immediately give the City the benefit of any decline in prices effective on the date of such decline. Requests for price increases shall be accompanied by a manufacturer's price list or regularly published price list of the Contractor, which will substantiate the request for the price change.

Changes in price in **Section A** shall be effective on the date the notice of change is received by the City Purchasing Agent, or at a later date designated by the Contractor. Price increases shall not be retroactive.

Specifications and conditions herein shall supersede any conflicting conditions in Price Lists. Three copies of new or revised Price Lists shall be sent immediately to the City of Long Beach Purchasing Division, 333 West Ocean Blvd., 7th floor, Long Beach, California 90802. Price Lists shall show vendor's name along with the City Contract Number or Blanket Purchase Order Number.

BASIS OF AWARD

Quantities will not be considered in making this award. The award will be based on the unit prices given.

Without limiting the power and authority with which it is vested, the City shall be the sole authority on determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

Award may be made to different Contractors for all items for the sections listed below, or on an "all or none" basis to one Contractor, as the City determines in its sole discretion to be in the City's best interests. Bidder must quote on all items within each section, or the bid for that section will be deemed not responsive.

- SECTION A – PLYWOOD AND RELATED MATERIALS
- SECTION B – CABINET GRADE MATERIALS
- SECTION C – LUMBER AND RELATED ITEMS
- SECTION D – DOORS AND RELATED ITEMS
- SECTION E – MISCELLANEOUS ITEMS

In case of error in extension of unit prices, unit price shall govern. Quantities will not be considered in making this award. The award will be based on the unit prices given.

SPECIFICATIONS

RETURN OF ITEMS

NOTIFICATION: The City shall notify the Contractor within (5) five business-days after receipt of any incorrect or defective material. The Contractor shall provide the City with a return authorization number. The Contractor's driver will pick up the returned material within five (5) business days of notification. There will be no service or restocking charge for items picked-up by the Contractor. All items are to be credited to the City within fourteen (14) business-days after return item has been picked-up by the Contractor.

RETURN POLICY: If the Contractor does not pick up an item within five-business days after notification, at the City's option, the item may become the property of the City or returned to, at the Contractor's expense.

SUPPLEMENTAL INFORMATION

Bidder must present evidence indicative of its ability to provide and sustain the specified material to the satisfaction of the City. Failure to include any of the following information requested below may cause bid to be deemed non-responsive if the City has no prior experience with the Bidder.

1. **Client References:** Bidder shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items. The City intends to contact these customers to determine reliability, Bidder's performance, service and other information.

2. **Contact:** How may City representative(s) contact Contractor under emergency and non-emergency conditions? Explain method and provide contact information.

Bob BARWARD OFFICE (714) 239-2172 Cell (714) 313-8533 bobbarward@ggndhl.com

Anthony Chiusolo OFFICE (714) 239-2279 AnthonyChiusolo@ggndhl.com

JOHN LOPEZ OFFICE (714) 239-2289 Cell (714) 244-0060 JOHNLOPEZ@ggndhl.com

3. **Facility Location:** Contractor shall have a distribution center.

Will Call location preferred to be within a 10-mile radius.

Address of the nearest distribution center or store:

10742 Los Alamitos Blvd, Los Alamitos 90720

1220 E. Ball Road, ANAHEIM 92805

4. **Catalogs and Miscellaneous Purchases:** Contractor shall submit one current copy of Crow's Publication with bid. The various City departments shall be authorized to purchase miscellaneous items up to a maximum of \$1,000 per order. The catalog shall be used to purchase items that are not specifically listed in the bid.

Publication Dated: ~~1/2/15~~ 12/23/14 (Enclose Copy)

SPECIFICATIONS

5. **Samples:** Contractor may be required to provide wood samples of bid items upon request by the City, for use as "Control Samples" throughout the duration of the Contract. The samples must be labeled with bidder's name and sample name/description and must meet specification requirements. Materials shall be subject to approval and acceptance by the City. **FAILURE TO SUBMIT REQUESTED BID SAMPLES WILL DISQUALIFY BID.** The City shall not be held responsible for damage of samples due to testing or otherwise.

NOTE: Exception on Door samples, the City acknowledges it would be difficult to supply samples on all doors.

SCOPE

The City of Long Beach is seeking a Contractor of building materials, lumber and related items, with whom to enter a contract. Contractor shall provide plywood, cabinet grade materials, drywall/sheet rock, doors and related items to various City Departments in accordance with the specifications in Bid Section.

Contractor shall furnish Contract items as specified and shall not substitute a lesser quality of materials than was originally bid.

All lumber and related building materials to be furnished hereunder shall meet the following specifications and requirements.

MATERIAL SELECTION

The City reserves the right to hand select hardwood, veneers and moldings for furniture and cabinet requirements.

1. **SECTION A – PLYWOOD AND RELATED MATERIALS**

Each panel of construction and industrial plywood shall meet the requirements of the latest edition of U.S. Product Standard or one of American Plywood Associations (APA) performance-engineered proprietary specifications, and shall be identified with the appropriate grade-trademark of the APA. All plywood which has any edge or surface permanently exposed to the weather shall be exterior type. (An exception may be made in the case of plywood used for the all-weather Wood Foundation, which may be interior type with exterior glue provided that it is pressure-preservation-treated in accordance with the American Wood Preserves Bureau AWPB-FDN Standard).

Bids shall include all delivery charges, F.O.B. Destination within the City of Long Beach. Crow's is published weekly and bidder shall use the current newsletter at time of bid due date as a reference point. Bidder shall submit a copy of current Crow's Publication with bid.

2. **SECTION B – CABINET GRADE MATERIALS**

Each panel of cabinet grade materials shall meet the requirements of the latest editions of U.S. Product Standard.

SPECIFICATIONS

Materials shall include, but are not limited to, medium density overlay, hardboard masonite, medium density fiberboard, teakwood, plain sliced walnut, birch, maple, red oak, and white oak plywood, hardwood and softwood lumber, hot rolled melamine panels, melamine (pine core), thermal fused melamine, real wood veneer, touch up paint for Kortron and hot melt edge tape.

Cabinet Grade Material shall be free of shoe prints, forklift damage, dirt, gouges, scratches or damaged edges. The Contractor shall pay all expenses and costs related to delivery of unauthorized and unapproved items shipped, delivered, or received by the City.

3. SECTION C – LUMBER AND RELATED MATERIALS

All lumber, hardwoods and related materials shall meet the requirements of the latest editions of U.S. Product Standard and upon request construction grade #1, #2 and #3.

This section also includes Fire Academy bundles. Bundles will consist of twelve (12) redwood lath that are ¼" x 2" x 4'. The approximate annual usage will be thirty-six (36) dozen (bundles) per year.

4. SECTION D – DOORS AND RELATED ITEMS

Contractor shall provide doors and related materials and parts for door structures and applicable hardware. Doors requiring "cut-outs" should be completed by contractor prior to will call. Contractor shall be responsible for damages related to the cut-out process and maintain adequate stock availability.

5. SECTION E – MISCELLANEOUS ITEMS

BID SECTION

BID TO FURNISH AND DELIVER BUILDING MATERIALS, LUMBER AND RELATED MATERIAL FOR THE CITY OF LONG BEACH VARIOUS USING DEPARTMENTS.

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES **FOB DESTINATION** CITY OF LONG BEACH.

SALES TAX

UNIT EXTENSION PRICES STATED HEREIN SHALL **NOT** INCLUDE SALES TAX.

F.O.B. POINT

ALL UNIT PRICES AND PERCENTAGE MARK-UP'S QUOTED SHALL INCLUDE ALL HANDLING, DELIVERY, FREIGHT AND UNLOADING CHARGES. F.O.B. DESTINATION WITHIN THE CITY OF LONG BEACH.

SUMMARY OF BID ITEMS

Bids are requested in the form of a **percentage mark-up based on Crow's Publication current newsletter** at time of bid due date.

SECTION A – PLYWOOD AND RELATED MATERIALS					
	Softwood Sanded ABX, Group I		Softwood Sanded ACX, Group I		Western Sheathing CDX, Group I
1. ¼ inch	20 %		20 %		25 %
2. 5/16 inch	20 %		20 %		25 %
3. 3/8 inch	20 %		20 %		25 %
4. ½ inch	20 %		20 %		25 %
5. 5/8 inch	20 %		20 %		25 %
6. ¾ inch	20 %		20 %		25 %
7. 11/32 inch	20 %		20 %		25 %
8. 15/32 inch	20 %		20 %		25 %
9. 19/32 inch	20 %		20 %		25 %
10. 23/32 inch	20 %		20 %		25 %
Crow's Price List Date: <u>12/23/14</u> (Bidder shall submit a copy of current Crow's Publication with bid.)					

SECTION B – CABINET GRADE MATERIALS		UNIT	UNIT PRICE
1. Medium Density Overlay:			
a.	5/16" x 48" x 96", MDO 1/S	EACH	\$ 32.50
b.	1/2" x 48" x 96", MDO 2S	EACH	\$ 39.95
c.	3/4" x 48" x 96", MDO 2S	EACH	\$ 45.00
2. Hardboard – Masonite, or approved equal:			
a.	1/8" x 48" x 96", Superwhite HD/BD 1/S	EACH	\$ 20.00
b.	1/4" x 48" x 96", Temp Hardboard S1S	EACH	\$ 17.00
c.	1/4" x 48" x 96", Temp Peg Board 1/S	EACH	\$ 17.00 21.00
3. Medium Density Fiberboard:			
a.	1/4" x 48" x 96", MD Fiberboard	EACH	\$ 12.54
b.	3/4" x 49" x 97", MD Fiberboard	EACH	\$ 30.58
c.	3/4" x 49" x 97", Medite II	EACH	\$ 31.74
4. Teak Wood Plywood:			
a.	1/4" x 48" x 96", A-4 P/S Teak VC	EACH	\$ 200.00 125.00
b.	3/4" x 48" x 96", A-1 P/S Teak	EACH	\$ 195.00
5. Plain Sliced Walnut Plywood:			
a.	1/4" x 48" x 96", A-4 P/S Walnut SM VC	EACH	\$ 115.00
b.	3/4" x 48" x 96", A-1 Walnut VC	EACH	\$ 148.00
c.	3/4" x 48" x 120", A-1 Walnut	EACH	\$ 160.00
6. Birch Plywood:			
a.	1/2" x 5' x 5', A-1 Baltic Birch	EACH	\$ 24.00
b.	3/4" x 5' x 5', A-1 Baltic Birch	EACH	\$ 38.50
c.	1/2" x 48" x 96", A-1 Natural Birch Prem	EACH	\$ 50.04
d.	1/2" x 48" x 96", A-1 Select Red Birch	EACH	\$ 55.54
e.	3/4" x 48" x 96", A-1 Natural Birch Prem	EACH	\$ 58.00
f.	3/4" x 48" x 96", A-1 Select Red Birch	EACH	\$ 69.00
g.	3/4" x 48" x 96", A-1 White G2S Birch	EACH	\$ 79.50
7. Appleply Maple:			
a.	1/2" x 48" x 96", Maple Clear 2/S	EACH	\$ 66.67
a.	3/4" x 48" x 96", Maple Clear 2/S	EACH	\$ 84.14
8. Red Oak Plywood, Rotary Cut:			
a.	1/4" x 48" x 96", A-4 Rotary Red Oak	EACH	\$ 19.98
b.	3/4" x 48" x 96", A-1 Rotary Red Oak VC	EACH	\$ 25.06

SECTION B – CABINET GRADE MATERIALS		UNIT	UNIT PRICE
c.	¾" x 48" x 96", A-1 Rotary Red Oak 1PF	EACH	\$ 55.51
d.	¾" x 48" x 96", A-2 R/Red Oak LBR Core <i>omit</i>	EACH	\$ OMIT
9. Hot Rolled Panels, Melamine, or approved equal:			
a.	¼" x 48" x 96", Forclad White 1S PBC	EACH	\$ 16.00
b.	¼" x 48" x 96", Forclad White 1S MDF	EACH	\$ 16.75
10. Melamine, Pine Core, or approved equal:			
a.	¼" x 48" x 96", MJB Gray 1S White 2MDF	EACH	\$ 20.00
b.	¾" x 49" x 97", MJB White 2/S	EACH	\$ 26.79
c.	¾" x 61" x 121", MJB White 2/S	EACH	\$ 45.00
11. Spruce Wood, or approved equal:			
a.	1" x 2 ½" x 120" Fascia Board	EACH	\$ 2.28

SECTION C – LUMBER AND RELATED ITEMS		UNIT	UNIT PRICE
1.	½ 4" x 8', A/B Marine, DF	EACH	\$ 69.00
2.	¾" Oak, S4S <i>omit</i>	MBF	\$ OMIT
3.	¾ 4" x 8', A/B Marine, DF	EACH	\$ 75.00
4.	¾" Clear Pine <i>omit</i>	EACH	\$ OMIT
5.	3/8" x 1 ½" x 48', DF	MBF	\$ 995
6.	1" x 3" x 8' #1 & BTR S4S DF, CLEAR	EACH	\$ 3.95
7.	1" x 4" x 10' Pine, #2 & BTR, S4S	MBF	\$.780
8.	1" x 4" x 12' Clear Poplar (Paint Grade)	EACH	\$ 15.00
9.	1" x 10" x 12' Clear Poplar (Paint Grade)	EACH	\$ 47.40
10.	1" x 12" x 16' Pine, #2 & BTR, S4S	EACH	\$ 16.00
11.	1 ½" x 2 ½" x 15' DF	MBF	\$ 840
12.	1 ½" x 2 ½" x 15' WEDGES, DF	EACH	\$ 4.00
13.	1 ½" x 2 ½" x 16' DF	EACH	\$ 7.20
14.	2" x 4" Red Oak (Cleat Stock), Random length x 8'	EACH	\$ 12.00
15.	2" x 4" x 8' Clear, #1 (pull for appearance)	EACH	\$ 10.59
16.	2" x 4" x 8' #1 & BTR, S4S, DF	EACH	\$ 3.49
17.	2" x 4" x 10' Clear Oak, S4S	MBF	\$ 3.99
18.	2" x 4" x 10' DF, Untreated, S4S	EACH	\$ 5.45 4.00
19.	2" x 4" x 10' #1 & BTR S4S, DF	EACH	\$ 5.45
20.	2" x 4" x 10' #1 & BTR S4S, Pressure Treated, DF	EACH	\$ 7.50
21.	2" x 4" x 10' Struck #1 Appearance, DF	EACH	\$ 5.60
22.	2" x 4" x 12' #1 & BTR S4S DF Treated	EACH	\$ 8.90
23.	2" x 4" x 12' S4S DF	EACH	\$ 4.60

BID SECTION

SECTION C – LUMBER AND RELATED ITEMS		UNIT	UNIT PRICE
24.	2" x 4" x 12" Con Heart Redwood S4S Blocks	EACH	\$ 1.70
25.	2" x 4" x 12" Con Heart Redwood S4S Wedges	EACH	\$ 1.70
26.	2" x 4" x 14' S4S DF	EACH	\$ 5.45
27.	2" x 4" x 14' #1 & BTR S4S, DR	EACH	\$ 6.29
28.	2" x 4" x 16', S4S	EACH	\$ 5.88
29.	2" x 4" x 16' #1 & BTR S4S, DF	EACH	\$ 8.20
30.	2" x 4" x 16' Pressure Treated, DF	EACH	\$ 10.59
31.	2" x 4" x 16' #1 & BTR S4S Pressure Treated, DF	EACH	\$ 11.70
32.	2" x 4" x 16' Struck #1 Appearance, DF	EACH	\$ 7.98
33.	2" x 4" x 16' #1 Treated Appearance, DF	EACH	\$ 12.00
34.	2" x 6" x 10' DF, Untreated, S4S	EACH	\$ 6.00
35.	2" x 6" x 10' Clear S4S Redwood	EACH	\$ 25.10
36.	2" x 6" x 10' #1 BTR S4S DF Treated	EACH	\$ 11.80
37.	2" x 6" x 12' Clear Poplar (Paint Grade)	EACH	\$ 27.00
38.	2" x 6" x 12' #1 & BTR S4S, DF	EACH	\$ 10.45
39.	2" x 6" x 16', S4S Clear #1 (pull for appearance)	EACH	\$ 48.00
40.	2" x 6" x 16', #1 & BTR S4S, DF	EACH	\$ 15.75
41.	2" x 8" x 12', S4S, DF	EACH	\$ 8.25
42.	2" x 8" x 12' #1 & BTR, S4S DF, Clear	EACH	\$ 15.22
43.	2" x 8" x 16', S4S	EACH	\$ 13.46
44.	2" x 10" x 14', Clear S4S Redwood	EACH	\$ 87.50
45.	2" x 10" x 16', S4S	EACH	\$ 18.99
46.	2" x 12" x 10' #1 & BTR, S4S DF Treated	EACH	\$ 28.50
47.	2" x 12" x 12' #1 & BTR, S4S DF, Clear	EACH	\$ 24.84
48.	2" x 12" x 12', DF, #2 & BTR, S4S	EACH	\$ 15.00
49.	2" x 12" x 16', S4S	EACH	\$ 21.00
50.	2" x 12" x 16', Treated DF	EACH	\$ 19.95
51.	2" x 12" x 16', Clear S4S, DF	EACH	\$ 45.00
52.	3" x 6" x 20', DF	EACH	\$ 29.95
53.	3" x 12" x 20', DF	EACH	\$ 65.00
54.	3" x 12" x 20', DF, Treated, #1 Grade	EACH	\$ 89.00
55.	4" x 4" x 8' #1 BTR S4S DF Treated	EACH	\$ 15.00
56.	4" x 4" x 10' DF, Untreated, S4S	EACH	\$ 9.99
57.	4" x 4" x 10' #1 & BTR, S4S, DF	EACH	\$ 13.00
58.	4" x 4" x 16' #1 & BTR S4S, DF	EACH	\$ 17.00
59.	4" x 4" Treated, S4S DF x 16'	EACH	\$ 23.88
60.	4" x 4" RWL Superior Alder	EACH	\$ 2.95
61.	4" x 4" RWL FAS S3S 25/32 SLIE White Oak	EACH	\$ 3.50
62.	4" x 6" x 14' Pressured Treated DF	EACH	\$ 28.00

BID SECTION

SECTION C – LUMBER AND RELATED ITEMS		UNIT	UNIT PRICE
63.	4" x 6" x 16' Pressured Treated DF	EACH	\$ 40.00 36.00
64.	4" x 6" x 16' #1 & BTR S4S 20 ACQ, DF	EACH	\$ 40.00
65.	4" x 6" x 20' DF	EACH	\$ 31.00
66.	4" x 10" x 20' #2 BTR Pressure Treated LBR, DF	EACH	\$ 69.00
67.	6" x 6" x 20', DF, Treated, Construction	EACH	\$ 89.00
68.	6" x 8" x 20', #2 BTR ACQ 60, DF	EACH	\$ 122.00
69.	6" x 8" x 24', #2 BTR ACQ 60, DF	EACH	\$ 165.00
70.	6" x 12" x 32' DF S4S	EACH	\$ 342.00
71.	10" x 10" x 20', DF, Treated, #1 Grade	EACH	\$ 325.00
72.	1" x 8" x 10' floor board, stake bed for trucks	EACH	\$ 5.60
73.	1" x 4' x 8' Plywood, Marine for trucks	EACH	\$ 90.00
74.	3/4" x 7' x 10' Plywood floor board, stake bed for trucks	EACH	\$ 48.00
75.	3/4" x 5" x 5' Wood Planks/ Stake, Misc for trucks	EACH	\$ 1.80
76.	2" x 12" x 8'4" Side Boards, Dump Truck, Apitong Wood	EACH	\$ 79.90
77.	2" x 12" x 14'3" Side Boards, Dump Truck, Apitong Wood	EACH	\$ 132.00
78.	5/8" x 4' x 8' gypsum sheetrock	EACH	\$ 11.99
79.	1/2" x 4' x 8' gypsum sheetrock	EACH	\$ 10.99
80.	1/4" x 2" x 4' Fire Academy Bundles (see section 3)	BUNDLE	\$ 4.00

SECTION D – DOORS AND RELATED ITEMS		UNIT	UNIT PRICE
1.	35 1/4 X 83 3/4 PFT SC NATURAL BIRCH Door Single Bore	EACH	\$ 115.00
2.	Hinge 3 pk 4.5" US26D	EACH	\$ 14.00
3.	2/8 6/8 1 3/4 sc Architect White Birch Architectural Rotary White Birch Beveled 2 Sides	EACH	\$ 135.00
4.	2/8 6/8 1 3/4 sc Architect White Birch w/ CUT OUT 24"x32" 6" Down & Centered, Architectural Rotary White Birch Beveled 2 Sides	EACH	\$ 144.00
5.	23" x 31" SS Low Pro Vision Lite 23" x 31" Glass Size	EACH	\$ 95.00
6.	23"x31" 1/4" Clear Temp Glass	EACH	\$ 50.00
7.	3/0 3/0 4-7/8 W/I Clear, Anodized Window Frame	EACH	\$ 75.00
8.	35 1/2 x 35 1/2 1/4" Clear Temp Glass Window	EACH	\$ 84.00
9.	12" x 25" AFDL Louver Vents Stainless Steel	EACH	\$ 99.50
10.	3/0 6/8 1-3/4 SC Birch Type 1 Manufactured Cobb or better quality	EACH	\$ 75.00
11.	Hinge 3 pk 4x4 US3 4"	EACH	\$ 16.00
12.	35 1/4 83 3/4 HMK Frame 7 1/4" Throat Right Hand-RO 37 1/4 x 84 3/4 (Prep for Parallel Arm Closer)	EACH	\$ 235.00

BID SECTION

SECTION D – DOORS AND RELATED ITEMS		UNIT	UNIT PRICE
13.	3/6 6/8 1 3/4 SC White Birch PREFIT w/ 24 x 32 CUT OUT @ 8" Down & Centered, No Bore (1 EA left hand / 1 EA Right Hand	EACH	\$ 159.00
14.	3/6 6/8 4 7/8 K Series HM Frame (1 EA Lft Hand, 1 EA Rgt Hand) Prepped for Parallel Arm Closer K-Drywall Frame	EACH	\$ 125.00
15.	ANSI Strike Filler	EACH	\$ 3.50
16.	24 x 32 SS Low Pro Vision Lite	EACH	\$ 95.00
17.	23 x 31 1/4 Clear Temp. Glass	EACH	\$ 50.00
18.	Hinge 3 PK 4.5" US26D	EACH	\$ 14.00
19.	3/0 6/9-1/4 13/4 SC White Birch Beveled 2 Sides 24x32 CUTOOUT @ 8" Down & Center	EACH	\$ 175.00
20.	24 x 32 1/4 Clear Temp. Glass	EACH	\$ 50.00
21.	Hinge 3 PK 4x4 US26 4"	EACH	\$ 10.25
22.	Cut Outs - Miscellaneous	EACH	\$ 25.00

SECTION E – MISCELLANEOUS ITEMS		UNIT	UNIT PRICE
1.	Joint Compound	5-lbs	\$ 7.88
2.	White Touch Up Paint for Kortron	1/2 Pint	\$ 21.10
3.	Hot Melt Edge Tape		
	a. 3/4" x 250', Red Oak Wood Tape	Roll	\$ 26.00
	b. 3/4" x 333', White Tape	Roll	\$ 22.00

DELIVERY: 2 calendar days after receipt of order (if time shown is more than two (2) working days after receipt of order, the bid may be rejected).

Additional charge for "Overnight" or "Next Day" delivery: \$ NO Change

PAYMENT TERMS: 30 days net

Ganahl Lumber Co.
 1220 E. Ball Rd.
 Anaheim, CA 92805
 Bob Barnard (714) 233-2172

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

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

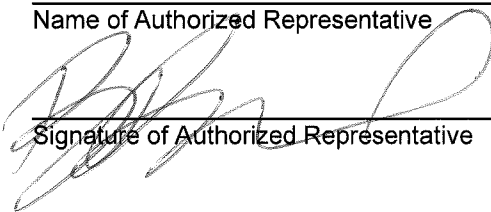
If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested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

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

Ganahl Lumber Co.
Business/Company Name
1220 E. BARRI
Anaheim, CA 92805
Bob Barnard (714) 233-2172

Name of Authorized Representative

Ind. Solas
Title of Authorized Representative


Signature of Authorized Representative

4/5/15
Date

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 anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

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

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 ORDINANCE NO. ORD-09-0036

2
3 AN ORDINANCE OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH AMENDING THE LONG BEACH
5 MUNICIPAL CODE BY ADDING CHAPTER 2.73
6 ESTABLISHING AN "EQUAL BENEFITS ORDINANCE"
7 REQUIRING CONTRACTORS ON CITY CONTRACTS TO
8 PROVIDE EMPLOYEE BENEFITS TO THEIR EMPLOYEES
9 WITH DOMESTIC PARTNERS EQUIVALENT TO THOSE
10 PROVIDED TO THEIR EMPLOYEES WITH SPOUSES

11
12 WHEREAS, employee benefits comprise a significant portion of total
13 employee compensation; and

14 WHEREAS, discrimination in the provision of employee benefits between
15 employees with domestic partners and employees with spouses results in unequal pay
16 for equal work; and

17 WHEREAS, the City of Long Beach prohibits discrimination based on
18 marital status and/or sexual orientation; and

19 WHEREAS, contractors with the City of Long Beach are required to comply
20 with the City's nondiscrimination laws; and

21 WHEREAS, the City Council finds and determines that the public, health,
22 safety and welfare will be furthered by requiring that public funds be expended in such a
23 manner as to prohibit discrimination in the provision of employee benefits by City
24 contractors between employees with spouses and employees with domestic partners,
25 and between domestic partners and spouses of such employees;

26 NOW, THEREFORE, the City Council of the City of Long Beach ordains as
27 follows:

28 ///

1 Section 1. Chapter 2.73 is added to the Long Beach Municipal Code to
2 read as follows:

3 Chapter 2.73

4 EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

5
6 2.73.010 Title and purpose.

7 This ordinance shall be known as the "Long Beach Equal Benefits
8 Ordinance". The purpose of this Chapter is to protect the public health,
9 safety and welfare by requiring that public funds be expended in such a
10 manner as to prohibit discrimination in the provision of employee benefits by
11 City contractors between employees with spouses and employees with
12 domestic partners, and/or between domestic partners and spouses of such
13 employees.

14
15 2.73.020 Definitions.

16 A. "Contractor" shall mean any person or persons, firm,
17 partnership, corporation, or combination thereof, who enters into a contract
18 with the City.

19 B. "Domestic partner" shall mean any person who has a currently
20 registered domestic partnership with a governmental body pursuant to state
21 or local law authorizing such registration or with his or her employer or his or
22 her domestic partner's employer.

23 C. "Non-profit" shall mean a non-profit organization described in
24 Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt
25 from taxation under Section 501(c)(3) of that Code, or any nonprofit
26 educational organization qualified under Section 23701(d) of the Revenue
27 and Taxation Code.

28 ///

- 1 2.73.030 Contractors subject to requirements.
- 2 A. The following contractors are subject to this Chapter:
- 3 1. For-profit entities which enter into an agreement with
- 4 the City for public works or improvements to be performed, or for goods or
- 5 services to be purchased, for an amount of One Hundred Thousand Dollars
- 6 (\$100,000) or more; and
- 7 2. For-profit entities which generate Three Hundred Fifty
- 8 Thousand Dollars (\$350,000) or more in annual gross receipts and which
- 9 occupy City property pursuant to a written agreement for the exclusive use
- 10 and occupancy of said property for a term exceeding twenty-nine (29) days in
- 11 any calendar year.
- 12 B. The requirements of this Chapter shall only apply to those
- 13 portions of a contractor's operations that occur (i) within the City; (ii) on real
- 14 property outside the City if the property is owned by the City or if the City
- 15 has a right to occupy the property, and if the contractor's presence at that
- 16 location is connected to a contract with the City; and (iii) elsewhere in the
- 17 United States where work related to a City contract is being performed. The
- 18 requirements of this Chapter shall not apply to subcontracts or
- 19 subcontractors of any contract or contractor.
- 20 C. The City Manager or designee will provide a report to the City
- 21 Council regarding the implementation of this ordinance no later than one
- 22 year following the effective date of this Ordinance, and will consider among
- 23 other items, whether the dollar thresholds set forth in subsections (A) and
- 24 (B) should be modified.
- 25
- 26 2.73.040 Non-discrimination in provision of benefits.
- 27 A. No contractor subject to this Chapter pursuant to Section
- 28 2.73.030 shall discriminate in the provision of bereavement leave, family

1 medical leave, health benefits, membership or membership discounts,
2 moving expenses, pensions and retirement benefits or travel benefits or in
3 the provision of any benefits other than bereavement leave, family medical
4 leave, health benefits, membership or membership discounts, moving
5 expenses, pensions and retirement benefits or travel benefits between
6 employees with domestic partners and employees with spouses, and/or
7 between the domestic partners and spouses of such employees except as
8 set forth in Subsections 2.73.040.A.1 and 2 below;

9 1. In the event that the contractor's actual cost of
10 providing a particular benefit for the domestic partner of an employee
11 exceeds that of providing it for the spouse of an employee, or the
12 contractor's actual cost of providing a particular benefit for the spouse of an
13 employee exceeds that of providing it for the domestic partner of an
14 employee, the contractor shall not be deemed to discriminate in the
15 provision of employee benefits if the contractor conditions providing such
16 benefit upon the employee agreeing to pay the excess costs.

17 2. The contractor shall not be deemed to discriminate in
18 the provision of employee benefits if, despite taking reasonable measure to
19 do so, the contractor is unable to extend a particular employee benefit to
20 domestic partners, so long as the contractor provides the employee with a
21 cash equivalent.

22 B. Provided that a contractor does not discriminate in the
23 provision of benefits between employees with spouses and employees with
24 domestic partners, a contractor may:

25 1. Elect to provide benefits to individuals in addition to
26 employees' spouses and employees' domestic partners;

27 2. Allow each employee to designate a legally domiciled
28 member of the employee's household as being eligible for spousal

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equivalent benefits; or

3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. A contractor will not be deemed to be discriminating in the provision of benefits where the implementation of policies ending discrimination in benefits is delayed following the first award of a City contract to a contractor after the effective date of this Chapter:

1. Until the first effective date after the first open enrollment process following the date the contract with the City is executed, provided that the contractor submits evidence that it is making reasonable efforts to end discrimination in benefits. This delay may not exceed two (2) years from the date the contract with the City is executed and only applies to benefits for which an open enrollment process is applicable.

2. Until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor's infrastructure. The timer allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three (3) months. An extension of this time may be granted at the discretion of the City Manager upon the written request of a contractor, setting forth the reasons that additional time is required.

3. Until the expiration of a contractor's current collective bargaining agreement(s) where all of the following conditions have been met:

a. The provision of benefits is governed by one or more collective bargaining agreement(s); and

b. The contractor takes all reasonable measures to end discrimination in benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for the contractor to take

1 whatever steps are necessary to end discrimination in benefits or by ending
2 discrimination in benefits without reopening the collective bargaining
3 agreement(s); and

4 c. In the event that the contractor cannot end
5 discrimination in benefits despite taking all reasonable measure to do so,
6 the contractor provides a cash equivalent to eligible employees for whom
7 benefits are not available. Unless otherwise authorized, in writing by the
8 City Manager, this cash equivalent payment must begin at the time the
9 union(s) refuse to allow the collective bargaining agreement(s) to be
10 reopened, or in any case no longer than three (3) months from the date the
11 contract with the City was executed. This cash equivalent payment shall not
12 be required where it is prohibited by federal labor law.

13 D. Employers subject to this Chapter pursuant to Section
14 2.73.030 shall give written notification to each current and new employee of
15 his or her potential rights under this Chapter in a form specified by the City.
16 Such notice shall also be posted prominently in areas where it may be seen
17 by all employees.

18
19 2.73.050 Required contract provisions.

20 Every contract subject to this Chapter shall contain provisions
21 requiring it to comply with the provisions of this Chapter as they exist on the
22 date when the contractor entered the contract with the City or when such
23 contract is amended. Such contract provisions may include but need not be
24 limited to the contractor's duty to promptly provide to the City documents
25 and information verifying its compliance with the requirements of this
26 Chapter and sanctions for noncompliance.

27 ///

28 ///

1 2.73.060 Waivers and exemptions.

2 A. The City may waive the requirements of this Chapter where
3 the City Manager makes one or more of the following findings:

4 1. Award of a contract or amendment is necessary to
5 respond to an emergency;

6 2. The contractor is a sole source;

7 3. The contractor is a non-profit entity as defined in
8 Section 2.73.020, above;

9 4. Non compliant contractors are capable of providing
10 goods or services that respond to the City's requirements;

11 5. The contractor is a public entity;

12 6. The requirements of this Chapter are inconsistent with
13 a grant, subvention or agreement with a public agency;

14 7. The City is purchasing through a cooperative or joint
15 purchasing agreement;

16 8. The contract involves specialized legal services such
17 that it would be in the best interests of the City to waive the requirements of
18 this Chapter, as determined by the City Attorney;

19 9. The contract involves investment of trust moneys or
20 agreements relating to the management of trust assets, City moneys
21 invested in U.S. government securities or under pre-existing investment
22 agreements, or the investment of City moneys where no person, entity or
23 financial institution doing business with the City which is in compliance with
24 this Chapter is capable of performing the desired transactions or the City will
25 incur financial loss if the requirements of this Chapter are enforced;

26 10. After taking all reasonable measures to find an entity
27 that complies with this Chapter, the City may waive any or all requirements
28 of this Chapter for any contract or bid package advertised and made

1 available to the public, or any competitive or sealed bids received by the
2 City as of the effective date of this Chapter under the following
3 circumstances:

4 a. There are no qualified responsive bidders or
5 prospective contractors who comply with this Chapter and the contract is for
6 goods, a service or a project that is essential to the City or City residents; or

7 b. The requirements of this Chapter would result in
8 the City's entering into a contract with an entity that was set up, or is being
9 used for the purpose of evading the intent of this Chapter.

10 B. The requirements of this Chapter shall not be applicable to
11 contracts executed or amended prior to the effective date of this Chapter, or
12 to bid packages advertised and made available to the public, or any
13 competitive or sealed bids received by the City prior to the effective date of
14 this Chapter, unless and until such contracts are amended after the effective
15 date of this Chapter and would otherwise be subject to this Chapter.

16 C. The City Manager or designee may issue regulations from
17 time to time implementing the provisions of this ordinance.

18 D. The City Manager shall report to the City Council annually on
19 the status of waivers and exemptions.

20
21 **2.73.070 Retaliation and discrimination prohibited.**

22 A. No employer shall retaliate or discriminate against an
23 employee in his or her terms and conditions of employment by reason of the
24 person's status as an employee protected by the requirements of this
25 Chapter.

26 B. No employer shall retaliate or discriminate against a person in
27 his or her terms and conditions of employment by reason of the person
28 reporting a violation of this Chapter or for prosecuting an action for

1 enforcement of this Chapter.

2
3 2.73.080 Employee complaints to City.

4 A. An employee who alleges violation of any provision of the
5 requirements of this Chapter may report such acts to the City. The City
6 Manager may establish a procedure for receiving and investigating such
7 complaints and take appropriate enforcement action.

8 B. The City shall have the power to examine contractors' benefit
9 programs covered by this Chapter.

10 C. Any complaints received shall be treated as confidential
11 matters, to the extent permitted by law. Any complaints received and all
12 investigation documents related thereto shall be deemed exempt from
13 disclosure pursuant to California Government Code Sections 6254 and
14 6255.

15
16 2.73.090 Remedies.

17 A. Upon a finding by the City Manager that a contractor has
18 violated the requirements of this Chapter, the City shall have the rights and
19 remedies described in this Section, in addition to any rights and remedies
20 provided at law or in equity.

21 1. The City Manager shall be authorized to terminate said
22 contract and bar the contractor from bidding on future contracts with the City
23 for three (3) years from the effective date of the contract termination.

24 2. In the City Manager's sole discretion, a contractor found
25 to have willfully violated the requirements of this Chapter may be required to
26 pay liquidated damages.

27 3. The City may seek recovery of reasonable attorneys'
28 fees and costs necessary for enforcement of this Chapter.

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B. Notwithstanding any provision of this Chapter or any other Chapter to the contrary, no criminal penalties shall attach for any violation of this Chapter.

C. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a cause of action to enforce any rights hereunder in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

D. Nothing in this Chapter shall be interpreted to authorize a right of action against the City.

Section 2. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 I hereby certify that the foregoing ordinance was adopted by the City
2 Council of the City of Long Beach at its meeting of December 8, 2009, by the
3 following vote:


4
5 Ayes: Councilmembers: Garcia, Lowenthal, DeLong,
6 O'Donnell, Schipske, Andrews,
7 Reyes Uranga, Gabelich, Lerch.

8
9 Noes: Councilmembers: None.

10
11 Absent: Councilmembers: None.

12
13
14
15 
16 City Clerk

17
18 Approved: 12/11/09
19 (Date)

20
21
22
23
24
25
26
27
28 
Mayor

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, member ship 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: Bob Barnard Title: Ind Sales
Signature: [Handwritten Signature] Date: 1/8/15
Business Entity Name: GANAR Lumber

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: GANAH Lumber Federal Tax ID No. 
Address: 1220 E. Ball Road
City: WALTON State: CA ZIP: 92801
Contact Person: Bob Barnard Telephone: 714 239 2172
Email: bobbarnaeo@ganahl.com Fax: 714 772 4237

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

 By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 5 day of January, 2015, at LAUREL, CA

Name Bob BERNARD

Signature [Signature]

Title Inv Sales

Federal Tax ID No. [Redacted]

SMALL BUSINESS ENTERPRISE PROGRAM

There will be a combined SBE/VSBE/LSBE goal of 0% on this contract.

**SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE),
LOCAL SMALL BUSINESS ENTERPRISES (LSBE)**

PROGRAM PROCEDURES AND GOALS

The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. **Although SBE/VSBE/LSBE subcontracting goals were not assigned to this procurement, the City strongly encourages SBE and VSBE firms to submit bids/quotes on this procurement opportunity.**

The City's online bidding database, facilitates the City's effort to meet the annual SBE/VSBE/LSBE goal. All bidders/vendors (large and small) are strongly encouraged to register in the City's online bidder's database. Small businesses must apply for SBE certification via the database in order to receive SBE, VSBE or LSBE status for this or any future procurement. To register, log on to **www.longbeach.gov/purchasing** and click on "Bidder Registration." To apply for SBE certification, answer "Yes" to the following question on the online vendor registration site: "Would you like to be SBE certified by the City of Long Beach as a Small Business Enterprise?"

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards based on North American Industrial Classification System (NAICS) codes. VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$3.50 million or less, or small business manufacturers with 25 or fewer employees. LSBE eligibility is determined by having a current, valid business license from the City and a seller's permit showing a place of business within City limits and meet the SBE requirements.

Registration and certification are free to all businesses. As a registrant, you will receive e-notifications of contracting and procurement opportunities that match the product and service codes you selected at the time of registration. As a certified SBE, you will also be included in the online SBE/VSBE/LSBE directory.

To learn more about the City's SBE Program, please visit **<http://www.longbeach.gov/purchasing/sbe.asp>**.

ITB LB15-020 Pricing Spreadsheet

BID DUE:01/07/15 @ 11:00 A.M.

DO NOT REFORMAT - DO NOT RETURN IN PDF - COPY TO CD OR FLASH DRIVE IN EXCEL FILE ONLY AS FORMATED HER

NOTE: You must also fill out the bid form. If you leave that section blank your bid will be disqualified as non responsive.

ABX	1	20 %
	2	20 %
	3	20 %
	4	20 %
	5	20 %
	6	20 %
	7	20 %
	8	20 %
	9	20 %
	10	20 %
ACX	1	20 %
	2	20 %
	3	20 %
	4	20 %
	5	20 %
	6	20 %
	7	20 %
	8	20 %
	9	20 %
	10	20 %
CDX	1	25 %
	2	25 %
	3	25 %
	4	25 %
	5	25 %
	6	25 %
	7	25 %
	8	25 %
	9	25 %
	10	25 %
SECTION B	1A	32.5 EA
	1B	39.95 EA
	1C	45 EA
	2A	20 EA
	2B	17
	2C	21
	3A	12.54
	3B	33.58
	3C	31.74
	4A	125
4B	195	
5A	115	
5B	148	
5C	160	

6A	24
6B	38.5
6C	50.04
6D	55.54
6E	58
6F	69
6G	79.5
7A	66.67
7B	84.14
8A	19.98
8B	25.06
8C	55.51
8D	omit
9A	16
9B	16.75
10A	20
10B	26.79
10C	45
11A	2.28
1	69
2	omit
3	75
4	omit
5	0.995
6	3.95
7	0.78
8	15
9	47.4
10	16
11	0.84
12	4
13	7.2
14	12
15	10.59
16	3.49
17	3.99
18	4
19	5.45
20	7.5
21	5.6
22	8.9
23	4.6
24	1.7
25	1.7
26	5.45
27	6.29
28	5.88

SECTION C

29	8.2
30	10.59
31	11.7
32	7.98
33	12
34	6
35	25.1
36	11.8
37	27
38	10.45
39	48
40	15.75
41	8.25
42	15.22
43	13.46
44	87.5
45	18.99
46	28.5
47	24.84
48	15
49	21
50	39.95
51	95
52	29.95
53	65
54	89
55	15
56	9.99
57	13
58	17
59	23.88
60	2.95
61	3.5
62	28
63	36
64	40
65	31
66	69
67	89
68	122
69	165
70	342
71	325
72	5.6
73	90
74	48
75	1.8

76	<u>79.9</u>
77	<u>132</u>
78	<u>11.99</u>
79	<u>10.99</u>
80	<u>4</u>

SECTION D

1	<u>115</u>
2	<u>14</u>
3	<u>135</u>
4	<u>144</u>
5	<u>95</u>
6	<u>50</u>
7	<u>75</u>
8	<u>84</u>
9	<u>99.5</u>
10	<u>75</u>
11	<u>16</u>
12	<u>235</u>
13	<u>159</u>
14	<u>125</u>
15	<u>3.5</u>
16	<u>95</u>
17	<u>50</u>
18	<u>14</u>
19	<u>175</u>
20	<u>50</u>
21	<u>10.25</u>
22	<u>25</u>

SECTION E

1	<u>7.88</u>
2	<u>21.1</u>
3A	<u>26</u>
3B	<u>22</u>

DELIVERY:	<u>0</u>
OVERNITE:	<u>0</u>
TERMS:	<u>net 30</u>

Dec. 23, 2014 | Vol. 20 No. 47

Access production and investment data for global pulp, paper and wood products mills.

www.risi.com/assetdata

To Our Readers: This will be the last Crow's Midweek Update for this year. The next update and Crow's Weekly Market Report will be published the week of January 5. We want to thank all our subscribers for their support in 2014 and look forward to 2015. Crow's staff wishes everyone in the industry a very happy holiday season!

Framing Lumber

	2X4	2X6	2X8	2X10	2X12	2X4	2X4
	#2&Btr	#2&Btr	#2&Btr	#2&Btr	#2&Btr	Utility	Stud
Kiln Dried	373	378	367	430	445	280	370
Douglas-Fir	345	365	355	360	430	275	350
Hem/Fir - Coast	370	380	360	370	440	285	—
Hem/Fir - Redding	—	—	—	—	—	—	350
ES/LP	—	—	—	—	—	—	350
Hem/Fir - Spokane	380	375	365	375	445	275	360
Fir/Larch	370	380	370	435	460	275	360
SPF - Std&Btr/2&Btr	340	352	335	345	510	295	315
SYP - East/West	437/463	373/427	350/370	371/350	438/475	370/405	400
Green - Doug-Fir - Portland*	315/350	325/355	315/340	405/415	400/425	260	333

*Std&Btr-#2&Btr/Prime

Commons

Ponderosa Pine Inland

	#2&Btr	#3	#4
1x8	580	360	300
1x12	675	495	335

Mdlg & Btr/Shop

Ponderosa Pine

	M&B	#2&Btr	#3
	Rough	Shop	Shop
5/4	1175	850	595
6/4	1210	880	645

Panels

Oriented Strand Board

	North	East	West	South	South	Los	Vanc.	Calg.	Toro.		
	Central	Canada	Canada	East	West	Seattle*	Angeles*	Denver*	BC**	AB**	ON**
7/16"	210	185	170	180	193	225	235	240	230	216	235
15/32"	226	205	190	202	208	245	255	255	250	—	—
19/32" T&G	295	—	—	—	—	—	—	343	370	339	340
23/32" T&G	360	295	335	340	345	425	421	436	440	419	430

* Delivered ** Delivered Canadian funds GST out

Sheathing

Western Fir	CDX
3/8"	345
1/2" 3 ply	416
1/2" 4/5 ply	420/455
5/8" 4/5 ply	530/555
3/4" 5/7 ply	635

Canadian Softwood Plywood - Sheathing*

	Vanc. BC	Toronto
9.5mm-3/8"	427	457
12.5mm-1/2"	569	609
15.5mm-5/8"	711	762
18.5mm-3/4"	853	914
Select Add \$40	T&G Add \$20	

Sheathing

Southern Pine	SW	CTRL	SE
3/8"	375	362	350
15/32" 3 ply	445	445	480
15/32" 4 ply	450	458	485
19/32"	482	505	535
23/32"	592	605	640

Canadian Doug-Fir Plywood - Sheathing*

	Vanc. BC	Toronto
9.5mm-3/8"	431	462
12.5mm-1/2"	575	615
15.5mm-5/8"	718	769
18.5mm-3/4"	862	923
Select Add \$60	T&G Add \$20	

Sanded

Western Fir	Southern Pine
AC BC	BC SW BC SE
1/4"	705 625 500 500
11/32"	715 655 520 470
15/32"	790 775 615 570
19/32"	865 830 710 680
23/32"	925 880 830 795

Canadian Doug-Fir Plywood - G1S*

	Vanc. BC	Toronto
6mm-1/4"	823	855
11mm-1/2"	977	1030
19mm-3/4"	1211	1304
Select Add \$40	* Canadian Funds GST Out	

Underlayment

	Coast	SW	CTRL	SE
23/32"	740	830	825	820

Concrete Form

	West	SW	SE
3/4" 5ply/7ply	1260	23/32"	1015 1000

Contact RISI

Subscription Information and Customer Service

Call 866.271.8525 (U.S. and Canada) or 32.2.536.0748 (Outside U.S. and Canada)
 Fax: 818.487.4550
 Email: info@risi.com
 Web: www.risi.com

Spruce Lumber

SPF lumber prices moved little. The combination of modest trading levels but order files stretched into early January kept prices firm. Wholesalers sold moderate volumes from positions established previously. The price of 2x6 #2&Btr out of western mills edged up to \$353. Prices for lower grades, such as #3, remained firm. Buyers purchased January needs.

Inland Species Lumber

Inland dimension lumber producers report spotty sales in this pre-Christmas market. Such orders as do come in tend to be specified; mills can easily sell at published levels, if they have the stock. Otherwise, prices are unchanged and "just riding," as one source indicated. Industrial lumber is firm, unchanged and quiet, as are 4/4 boards. Imported mouldings remain at \$1425-1475, C&F US ports, with sellers now into late February delivery.

Coastal Species Lumber

Sales activity was modest, but order files and limited production established firm footing for prices. Buyers needing to fill-in inventories often did so at last week's price levels. Sales at the secondary level flowed well for this time of the year. Some California buyers entered the market after torrential rains doused the state last week.

Southern Pine Lumber

Market activity was good, which continued to place upward pressure on prices. Increases of \$10 or more for #2 were typical. Yards reported good sales for this time of year and replenished accordingly. Buyers wanting deliveries for after the first of the new year purchased more heavily. Producers often quoted the week of January 5 shipments.

Southern Pine Plywood

Mills quoted lead times most often into the weeks of January 12 or sooner, with minimal availability in the week of January 29. A few rated sheathing quotes were adjusted a couple of dollars higher. Mills in the West zone were willing to lower prices for sizable volumes of thick rated sheathing. Reports of customers and mill sales staffs leaving early for the holidays were frequent. BC pricing in the East zone remained weak.

Western Fir Plywood

Sales were made at last week's price levels. Trading was light to moderate, as some buyers continued to fill in inventories at a measured pace. Producers followed up with customers, urging them to pick up orders prior to the year-end. Producers also competed with wholesalers trying to sell off their positions. Mill lead times were the week of January 12 or sooner.

Oriented Strand Board

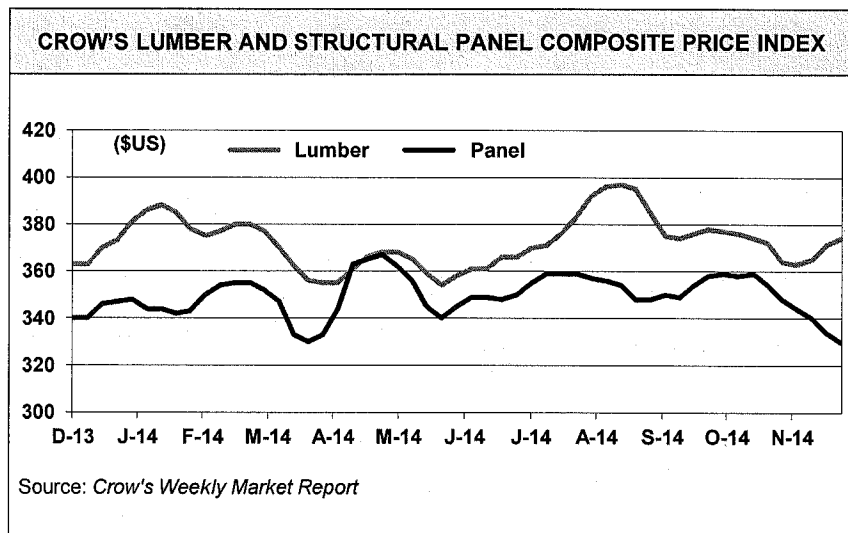
Predictably, OSB markets are quiet this week. Pricing remains unchanged from Friday, with little volume moving. A modicum of strength returned last week, enough



to push numbers up \$5-15 in most all regions, bouncing off of a perceived bottom. "It feels stable, and no one is willing to discount," a distributor said. Low takeaway is allowing some inventory to build in the pipeline.

Canadian Plywood

Plywood pricing remains solid at Friday's *Crow's* net, with very little market activity being reported. "We've not sold any wood," a source said. "The market is in holiday. And everything is in good shape going into the new year." Order files remain into January 26. Traders expect the market to stay relatively static until the week of Jan. 5.





City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.5384
Lenore.Blueford@Longbeach.gov

December 15, 2014

NOTICE TO BIDDERS

ADDENDUM NO. 1

**ITB LB15-020
BUILDING MATERIAL, LUMBER AND RELATED**

The following changes and/or additions shall be made to the original ITB LB15-020 – Building Material, Lumber and Related.

Please acknowledge receipt of this addendum by signing and returning with your proposal.

You are required to submit this Addendum with your bid. Any bidder who fails to submit this Addendum may be disqualified.

The following clarification /questions and answers are as follows:

1Q. Section A - Item 1 - Cdx ply is not made in ¼". **Quote as ½"**

2Q. Items 2 thru 6 - Full thickness plywood is a thing of the past. Everything is now 1/32" under, as shown on lines 7 thru 10. The only full thickness is in a marine grade. **Quote as you can, make note in the margin.**

3Q. Section B - Item A - 3/8" mdi is the thinnest available. **Quote as 3/8"**.

4Q. Item D - Lumber Core is also a thing of the past. **Delete item from bid.**

5Q. Section C - Items 2 and 4 - Missing the width and lengths. **Delete items from bid.**

6Q. Item 14 - Calls for random length, can't price as each without a length. **Quote 8' length.**

7Q. Line 59 - Can't price as each without a length. **Quote 16' length.**

8Q. Line 74 - 7x10 plywood does not exist. **Quote ¾" x 7" x 10' Apitong**

Any additional questions must be submitted in writing to Lenore.Blueford@longbeach.gov

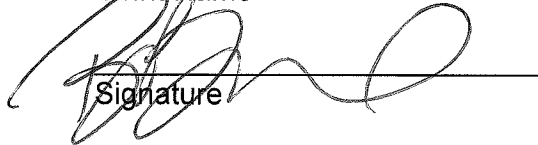
Prepared By: Lenore Blueford Date: December 15, 2014

Buyer II **Ganshi Lumber Co.**
1220 E. Ball Rd.
Anaheim, CA 92805

Acknowledged By: Bob Barnard (714) 239-2172
Company Name

Bob Barnard

Print Name


Signature

Invd. Sales

Title

12/16/14

Date