

BID NUMBER PA00209

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



**INVITATION TO BID**

**DIVERSION OF GREEN WASTE AND  
TREE TRIMMING**

CONTRACT NO. 31071

**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: LONG BEACH CA ON THE 17 DAY OF SEPTEMBER 20 08  
CITY STATE MONTH

COMPANY NAME: EDCO WASTE SERVICES LLC TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 6254 PARAMOUNT CITY: LONG BEACH STATE: CA ZIP: 90805

PHONE: 1-888-531-3054 FAX: 1-562-423-1971

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

STEVE SOUTH SSOUTH@EDCODISPOSAL.COM  
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] VICE-PRESIDENT  
(SIGNATURE) (TITLE)

EFRAIN RAMIREZ ERAMIREZ@EDCODISPOSAL.COM  
(PRINT NAME) (EMAIL ADDRESS)

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

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

APPROVED AS TO FORM 3-19 2009

THE CITY OF LONG BEACH  
BY [Signature] 3.23.09  
Director of Financial Management Date

ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Deputy

**BID NUMBER PA00209**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) 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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

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 IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES):  
\_\_\_\_\_  
\_\_\_\_\_

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

**INSTRUCTIONS TO BIDDERS**

**1. PREPARATION OF BID:**

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

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

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

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.

## INSTRUCTIONS TO BIDDERS

### 10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

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

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: \$ \_\_\_\_\_

### 15. 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

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

**INSTRUCTIONS TO BIDDERS**

**17. 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.)

**18. 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.

**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 amount herein stated for services rendered shall be conditioned upon the City's receipt of a bill of materials from the City's contractor.

**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



## CONTRACT – GENERAL CONDITIONS

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 Rosie Bouquin at 562-570-7079 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. **THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:**

A. 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.

B. 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.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

(1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

(2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

## CONTRACT – GENERAL CONDITIONS

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. 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
- b. 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.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. 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.

## SPECIAL CONDITIONS

### CONTRACT PERIOD

Twelve months after date of award or after the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one year each 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.

### BASIS OF AWARD

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the bidder's experience, references, equipment, facility, operations, quality, fitness, capacity and adaptability in respect to the requirements of the specifications for the services proposed. Bid completeness, clarity, accuracy and compliance with City requirements shall also be determining factors of award.

### DELIVERY SCHEDULE

Contractor shall pick up green waste debris in City-provided containers from designated location(s) throughout the City. The Contractor shall provide some containers to the City and make containers available by 5:00 am everyday, Monday through Friday at designated location(s) throughout the City. Upon failure to pickup container(s) within 24 hours, the City may charge the Contractor **twenty-five dollars (\$25)** per day per container. Contractor must respond within 24 hours after receipt of call or order from the City. Contractor may be required to provide additional container(s) on an occasional basis.

### QUESTIONS

All questions shall be submitted in writing to Peggy L Chambers via email to

## **SPECIAL CONDITIONS**

### **BOND PROVISIONS**

#### **FAITHFUL PERFORMANCE BOND**

Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 W Ocean Blvd/Plaza Level, Long Beach CA 90802. The amount of the bond shall be \$200,000 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted on forms included herein or secured at the Office of the City Purchasing Agent (address above).

#### **NOTARIAL ACKNOWLEDGMENTS REQUIRED WITH BONDS**

**Signature of all principals and sureties shall be accompanied by an appropriate Notarial Acknowledgement.** A Notarial Acknowledgement shall accompany the signature of the Principal(s) and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgement, whether the company is located inside or outside the State of California.

### **AMENDMENT**

Item #30, page 9, Contract - General Conditions, is amended to include work performed on and off City property, and this General Condition shall apply to this Contract.

## **SUPPLEMENTAL CONDITIONS**

### **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 shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the PO release issued by the using department.

### **PERMITS, LICENSES, AND CERTIFICATES**

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations, including but not limited to storage and transfer of green waste.

Contractor shall provide City with proof of compliance with all applicable permitting and licensing laws, including but not limited to, copies of all permits and licenses. Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and services and shall immediately notify City of any change in the status, or the terms or conditions, of any permit or license related to the storage, collection, composting, re-use, transfer, or disposal of green waste debris or any byproduct or remainder thereof.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state, regional or federal regulatory agency in any way related to the storage, collection, composting, re-use, transfer, or disposal of any green waste, and further, shall defend, indemnify and hold City, its officials and employees harmless from any claim demand, liability, damage, cause of action, or loss, including but not limited to attorney's fees, court costs, fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with any state, regional, or federal law or regulation.

Contractor shall be responsible for the proper disposal of all byproducts, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly-licensed facility.

**SUPPLEMENTAL CONDITIONS**

**LICENSE**

The undersigned hereby declares that it has been in business for 5 years that it

Contact Person: JOE ZAVALA Phone Number: 714 895 7970

Facility Permit No. 30AB0013

**COMPOSTING FACILITY**

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

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

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Facility Permit No. \_\_\_\_\_

**ALTERNATE DAILY COVER FACILITY**

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

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

## **SUPPLEMENTAL CONDITIONS**

### **INVOICING**

Contractor shall submit a monthly invoice describing the following:

1. Invoice Number and Date
2. Blanket Purchase Order Number and Purchase Order Number (BPO release)
3. Green Waste Debris Deposits
4. Gross Tare and New Weight Information
5. Total Charge

Invoices shall be original, on Contractor's business stationery. The City will pay based on these invoices.

Contractor shall provide two invoices to the City with each billing. One invoice shall be sent to Accounts Payable, 333 West Ocean Blvd, 6<sup>th</sup> Floor, Long Beach, CA 90802. The second invoice shall be sent to the department contact(s). Contractor is responsible for obtaining the name and address of the department contact(s).

## **SPECIFICATIONS**

### **GREEN WASTE DEBRIS**

Green waste debris is defined as all trimmings, brush, limbs, palm fronds and trunks generated from tree trimming, shrub trimming, and tree or shrub removal operations. Green waste debris may also include up to 1% dirt, litter, etc. per load.

### **SCOPE OF WORK**

The City will direct Contractor as to the number of containers transported per trip. Contractor shall pick up green waste debris from designated location(s) throughout the City using forty (40) cubic yard and twenty-five (25) cubic yard roll-off storage containers furnished by the City and/or the Contractor. The Contractor shall make available a minimum of six (6) to eight (8) empty containers by 5:00 a.m., everyday, Monday through Friday.

Estimated number of forty (40) yard containers to be picked-up from Public Service freeway site is twelve (12) to eighteen (18) containers per week.

Contractor shall pick up containers everyday, Monday through Friday (excluding holidays), and shall take the containers to a disposal or processing site, and shall return the containers to designated City location(s). If no containers need to be picked up, the City will advise the Contractor at a time acceptable by the City and the Contractor.



## **SPECIFICATIONS**

Contractor shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of Contractor's obligations hereunder.

All costs and fees must be reflected in all bid prices.

### **RECYCLING OR DISPOSAL OF GREEN WASTE**

Green waste debris that is picked up by Contractor from designated City locations shall be composted or otherwise re-used in a lawful manner which results in the City being credited with a minimum diversion rate of ninety-five percent (95%). Contractor shall have full responsibility for the disposal in a legally accepted manner of any remainder which cannot be composted or otherwise re-used for diversion credit.

Depositing of green waste debris in landfills or dumpsites will not be considered as composting or recycling, unless it is used as alternate daily cover.

The City will not allow any chipping of green waste debris on any City facility or within the City limits.

### **WEIGHT (DIVERSION) RECORDS AND OTHER LOGS**

Contractor shall provide the City with weight slips daily. Contractor shall note City container number on weight slips. Slips shall be deposited at a City designated location. Failure to provide weight slips to City could result in nonpayment. Contractor shall maintain logs of its operations and make those logs available to the City for inspection, after reasonable notification from the City.

### **FACILITY LOCATIONS FOR RECEIVING GREEN WASTE DEBRIS**

Contractor shall specify in the space provided below, which disposal facility the green waste debris will be taken to for processing as well as any alternate locations. The Contractor shall list which disposal facility it intends to use. It is the responsibility of each bidder to determine whether the disposal facility it designates is properly licensed and in good standing with Federal, State and local regulatory agencies.

If selected, the Contractor shall provide the City with current information regarding the status of that facility's licenses and permits. City reserves the right to designate an alternate disposal facility, if City finds the facility the Contractor proposes to use to be unacceptable. If Contractor does not agree to use the alternate facility designated by City, Contractor's bid will be considered non-responsive.

SPECIFICATIONS

PROCESSING FACILITY

Name: CR TRANSFER

Chambers, 333 W Ocean Blvd/Lobby Level, Long Beach 90802 no later than

**BID SECTION (revised)**

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.

**SUMMARY OF BID ITEMS**

**NOTE:** THE CITY WILL BE CONSIDERING THE OPTIONS OF "COMPOSTING" VERSUS "ALTERNATIVE DAILY COVER." PLEASE PROVIDE A QUOTATION FOR BOTH OPTIONS OR INDICATE A REASON WHY ONLY ONE QUOTE IS PROVIDED (e.g. Your company only provides "X" service).

<b><u>DESCRIPTION FOR COMPOSTING</u></b>	<b><u>UNIT</u></b>	<b><u>PRICE</u></b>
1. Cost of Round Trip Transportation for:		
a. One (1) forty (40) cubic yard roll-off container	PER TRIP	\$ <u>N/A</u>
b. Two (2) forty (40) cubic yard roll-off containers (enter cost of transporting two containers in one round trip)	PER TRIP	\$ <u>N/A</u>
c. One (1) twenty-five (25) cubic yard roll-off container (1-trip)	PER TRIP	\$ <u>N/A</u>
2. Cost for Recycling:		
a. Bulk Material	PER TON	\$ <u>N/A</u>
b. Chipped Material	PER TON	\$ <u>N/A</u>
3. Cost for Contractor-provided roll off bin (per 24 hours):		
a. 25 Cu. Yd.	RENTAL RATE	\$ <u>N/A</u>
b. 40 Cu. Yd.	RENTAL RATE	\$ <u>N/A</u>
4. Diversion Rate		_____ %
5. Oversized limbs/logs/stumps (2 ft or larger)		\$ <u>N/A</u>

**BID SECTION (revised)**

<b><u>DESCRIPTION FOR ALTERNATIVE DAILY COVER:</u></b>	<b><u>UNIT</u></b>	<b><u>PRICE</u></b>
6. Cost of Round Trip Transportation for:		
a. One (1) forty (40) cubic yard roll-off container (1-trip)	PER TRIP	\$ <u>142.50</u>
b. Two (2) forty (40) cubic yard roll-off containers (1-trip) (enter cost of transporting two containers in one round trip)	PER TRIP	\$ <u>N/A</u>
c. One (1) twenty-five (25) cubic yard roll-off container (1-trip)	PER TRIP	\$ <u>142.50</u>
7. Cost for Recycling:		
a. Bulk Material	PER TON	\$ <u>31.00</u>
b. Chipped Material	PER TON	\$ <u>31.00</u>
8. Cost for Contractor-provided roll off bin (per 24 hours):		
a. 25 Cu. Yd.	RENTAL RATE	\$ <u>7.00</u>
b. 40 Cu. Yd.	RENTAL RATE	\$ <u>7.00</u>
9. Diversion Rate		<u>93</u> %
10. Oversized limbs/logs/stumps (2 ft or larger)		\$ <u>37.50</u>

**REASON WHY ONLY ONE QUOTE PROVIDED:** THE FACILITY (PROCESSOR) DELIVERS TO AVAILABLE MARKETS.

11. Price increase:
- a. Shall not exceed CPI % during the first renewal period.
  - b. Shall not exceed CPI % during the second renewal period.

**RESPONSE TIME:** 24 Hours after receipt of call or order.  
(Contractor must respond within 24 hours after receipt of call or order.)

**PAYMENT TERMS:** 30 DAYS