

BID NUMBER ITB LB18-119

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Sokunthea Kol (Soey)
333 West Ocean Boulevard, Lobby Level
Long Beach, California 90802



INVITATION TO BID

Hazardous Waste Removal Services

CONTRACT NO. _____

35090

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 2ND DAY OF AUGUST, 2018
CITY STATE MONTH

COMPANY NAME: OCEAN BLUE ENVIRONMENTAL SERVICES, INC. TIN: [REDACTED]

STREET ADDRESS: 925 WEST ESTHER STREET CITY: LONG BEACH STATE: CA ZIP: 90813
(FEDERAL TAX IDENTIFICATION NUMBER)

PHONE: (562) 624-4120 FAX: (562) 624-4127

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

RON DARE RONDARE@OCEAN-BLUE.COM
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] TREASURER / ADMINISTRATIVE DIRECTOR
(SIGNATURE) (TITLE)

JUSTIN LEE JLEE@OCEAN-BLUE.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.

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

10/30/18
Date

APPROVED AS TO FORM 10-29, 2018
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER ITB LB18-119

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: CITY OF LOS ANGELES SUPPLIER CLEARING HOUSE, PORT OF LONG BEACH

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.

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

SUBCONTRACTORS

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

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

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: Sokunthea Kol (Soey)
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: August 7, 2018

TIME: 11:00 am

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

<u>Sokunthea Kol (Soey)</u>	<u>(562) 570-6123</u>
BUYER	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

18. INTER-AGENCY PARTICIPATION:

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

YES _____ NO X

(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.)

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 indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination of this Contract.

8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.

CONTRACT – GENERAL CONDITIONS

9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City

CONTRACT – GENERAL CONDITIONS

does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.

25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
29. This Contract shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions.
30. **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.
31. **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

CONTRACT – GENERAL CONDITIONS

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.

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.

CONTRACT – GENERAL CONDITIONS

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

The City of Long Beach (City) is soliciting bids from qualified Contractors to provide as-needed hazardous waste removal services at various City sites as described in the specifications and all other bid related documents, for a period of 24 months, with the option to renew for three additional one-year periods.

BID TIMELINE – All times are Pacific Standard Time

Bid release date:	July 9, 2018
Questions due:	July 16, 2018 by 4:00 pm
Response from City to bidder:	July 26, 2018 by 4:00 pm
Bid due date:	August 7, 2018 by 11:00 am

BID SUBMISSION INSTRUCTIONS:

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

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

Both Electronic and Hard Copies:

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

Electronic Copies:

- Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- W-9 Form (Attachment C)
- Equal Benefits Ordinance Form (Attachment D)
- Insurance Requirements (Attachment E)
- Secretary of State Certification (Attachment F)
- Discontinued Contracts List (Attachment G)
- Any addenda (if applicable)
- Photocopies of all applicable licenses
- Proof of Insurability

METHOD OF SUBMISSION:

Electronic Bids shall be submitted via the City’s secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for “on time” submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

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When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted. See Instructions Concerning Signatures on page 2.

Pricing shall be submitted electronically on the "Line Items" tab and all pages of the bid document and required attachments shall be uploaded under the "Attachment" tab.

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

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

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

City of Long Beach
C/O City Clerk
Attn: Sokunthea Kol (Soey)
333 West Ocean Boulevard, Lobby Level
Long Beach, CA 90802

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

ITB LB18-119 Hazardous Waste Removal Services

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, August 7, 2018. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

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

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov ATTN: Sokunthea Kol with the bid number in the subject line of the email message.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. See **Attachment B**. Failure to include references may void bid if the city has no prior experience with Bidder. Bidder shall also provide a list of discontinued contracts in the last five years, see **Attachment G**.

RIGHT TO REJECT BID

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

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

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

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. 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 bidder's experience, references, equipment, facility, operations, quality, fitness, capability 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.

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

BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following posting of notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. 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.

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

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

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

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

BOND PROVISIONS

Not applicable.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

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COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

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NATIONAL PRESERVATION ACTS

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are

BID NUMBER ITB LB18-119

published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov). This bid has the potential to be a recipient of Federal funds. Please complete **Attachment A**.

EQUAL BENEFITS ORDINANCE

The City of Long Beach’s Equal Benefits Ordinance (EBO) shall apply to this bid. Please visit the City’s website at http://www.longbeach.gov/finance/business_relations/default.asp for additional details, or to obtain a copy of the ordinance. EBO is applicable for contracts over \$100,000. See **Attachment D**.

INSURANCE REQUIREMENTS

Contract – General Conditions, Item #31, page 9, shall be replaced in its entirety by **Attachment E**.

Proof of Insurability: (Including coverage for asbestos abatement and control measures)

A **letter of commitment/proof of insurability** from an insurance company, acceptable to the City, setting forth that adequate insurance coverage (single limit for liabilities and as further described in **Attachment E, Insurance Requirements**) shall be submitted at the time of the award of Contract. Letters of intent from insurance brokers will not be considered acceptable substitutes.

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

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

COMPLIANCE WITH LAWS

Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and the Contractor’s performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order, or decree should be discovered in the contract, or which may become effective before the expiration of the contract, the Contractor shall report the same in writing to the City.

VALIDITY

The invalidity, unenforceability or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

LOCAL PREFERENCE: EXEMPT

Local Preference shall not apply to this project, as the contract amount is estimated to be above \$100,000.

LICENSES AND CERTIFICATE REQUIREMENTS: HAZARDOUS WASTE

Bidder hereby declares that it possesses all federal, state and local licenses, certificates and permits for the bid items on which it is bidding. With this package, Bidder shall provide a copy of each valid license listed below.

EPA ID Number: <u>CAD983608258</u>	Expiration Date: <u>NON-EXPIRING</u>
State Hauler Number: <u>3354</u>	Expiration Date: <u>10/31/2018</u>
CHP Carrier Number: <u>119128</u>	Expiration Date: <u>9/30/2018</u>
California Contractor's License Number: <u>709140</u>	Expiration Date: <u>7/31/2019</u>
State Registration No. for Trauma Scene Practitioner: <u>066</u>	

Bidder shall submit copies of all licenses, certificates, and permits with bid.

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

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

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

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

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

Long Beach Business License Number:

AP96001146

(Only Required Upon Notification of Award)

CONFLICT OF INTEREST

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

CONTRACT PERIOD

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

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

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

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

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, to add and/or delete items, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

ADDITIONAL WORK

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

ENVIRONMENTAL REQUIREMENTS

The Contractor shall conduct all aspects of its operation in compliance with all state and federal environmental laws and regulations. The Contractor shall immediately inform the City of any investigation, citation or legal action by any regulatory agency related to the Contractor's obligations under this Contract and shall defend, indemnify and hold harmless the City, its officials, employees and agents from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of the Contractor's failure to comply with any state or federal law, regulation or rule.

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Stormwater Management and National Pollutant Discharge Elimination Program (NPDES) Regulations: Contractor shall conduct all aspects of the Work in accordance with all state and federal laws and regulations, including but not limited to all environmental laws and regulations, Order No. 99-060 of the California Regional Water Quality Control Board, Los Angeles Region ("Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the City of Long Beach"), and related Best Management Practices (BMPs) that the City and its contractors must adhere to.

These procedures contain pollution prevention and source control techniques to minimize the impact of activities upon dry-weather urban runoff, storm water runoff, and water quality.

Order No. 99-060 is available on the City's website and related BMPs are on file in the office of the City's Director of Public Works, which is located at 333 West Ocean Blvd. in the City of Long Beach. The Contractor hereby acknowledges that it has read, reviewed and understands the Order and the BMPs as they relate to the Work and hereby agrees to perform the Work in conformance therewith. The City will deduct from the money due or to become due to the Contractor the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's failure to comply with these provisions. In addition, the Contractor shall defend, indemnify, and hold the City harmless for any liability, loss, damage, fines, penalties, actions, costs and expenses related to the Contractor's (or its subcontractors) failure to comply with these laws and regulations.

AIR RESOURCES REQUIREMENT

Contractor shall comply with all rules, standards and regulations set forth by AQMD and any subsequent amendments, and the standards and regulations issued in this Contract. Contractor certifies that all service will conform to and comply with said standards and regulations. Contractor shall defend, indemnify and hold harmless the City, its officials, employees and agents from and against all claims, demands, damage, liability, loss, causes of action, costs and expenses (including attorney's fees) arising from Contractor's failure to comply with the AQMD standards and regulations or the standards and regulations issued in this Contract, and for failure of the service furnished under this Contract to so comply.

DISPOSAL METHOD AND FACILITY COMPLIANCE

Contractor shall supply waste disposal methods for the bid items 6-22 (ending with Antifreeze) listed in SUMMARY OF BID ITEMS SECTION II: NON-EMERGENCY. Contractor shall provide the names, addresses, and contact persons of the Transfer Storage Disposal Facilities (TSDF) to which the waste will be transported. Contractor shall ascertain that any TSDF used for City waste has the appropriate current permits and is in compliance with all local, state and federal laws pertaining to the type of waste being disposed.

CONTRACTOR'S VEHICLES

The Contractor shall clearly identify and equip each vehicle used at City facilities with decals or magnetic signs on the exterior right and left door panels identifying the Contractor's name and phone number. No other commercial advertising shall be allowed on the vehicles, equipment, and staff or posted at the facilities under this Contract. These requirements shall also apply to all sub-contractors.

All vehicles used shall be in "good repair" and shall present a clean, professional appearance. Contractor's vehicles and equipment shall not be allowed to deposit oil, fluids, litter, foreign substances,

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or other debris on the premises where services are performed. The City reserves the right to require the Contractor to install “diapers” on any and all vehicles utilized, or remove vehicles from the premises until repaired to the satisfaction of the City.

For Bid Item #20 Dead fish, a boat will be required to retrieve this type of waste.

DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding and in addition to “Payment Deduction / Contractor’s Non-Compliance” described previously, the City may terminate this Contract without liability for damages when, 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, and has not otherwise cured such default after a period of ten (10) working days’ notice given by the City to do so.

If the City terminates the Contract, the City will give notice to the effect to the Surety and Surety shall, within five (5) business days after delivery of the notice, assume control and perform the work as successor to the Contractor, and shall be paid by the City for all work performed.

If the Surety does not comply with such notice within said five (5) day period, or after starting to comply, fails to continue, the City may exclude the Surety and the Contractor from all City facilities and have the work completed by City employees, by another contractor, or by a combination of such methods.

All costs incidental to the default of the Contractor shall be charged to the Contractor and the Surety, and may be deducted from any monies due the Contractor. Surety shall pay, within fifteen (15) calendar days after receipt of an invoice, all such incidental costs less any amount deducted from monies due.

CITATIONS AND VIOLATIONS

Contractor shall provide the City with a list of any violations and/or citations that Contractor or any contractor-owned related business entities, associated firms, and parent companies involved in processing any portion of the City’s waste, has received within the past three (3) years for noncompliance with any hazardous waste laws, permit requirements and/or CalOSHA requirements.

Citations and violations Yes _____ No X

If yes, please list on an additional sheet and include with bid package.

TEMPORARY SUSPENSION OF WORK

The City’s representative(s) shall have the authority to suspend work by the Contractor, wholly or in part, for such period as necessary due to unsuitable work conditions, failure of Contractor to carry out direction or failure to perform in accordance with the Contract.

The Contractor shall request permission of the City’s representative(s), during City business hours, to temporarily suspend work wholly, or in part for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of the City to notify the Contractor of changes in locks, security codes or access to facilities.

DAMAGE TO EXISTING STRUCTURES AND IMPROVEMENTS

Contractor shall familiarize itself with all existing surface installations at each location where a response is required and shall provide adequate safeguards to prevent damage to existing structures and improvements. Any damage caused by Contractor shall be repaired at Contractor's sole cost and expense.

LIQUIDATED DAMAGES

Time is of the essence. If response is not completed by the time stated previously for response, 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 impractical or extremely difficult to determine. The parties agree that the sum of \$300 per hour (for emergencies) for each hour of delay for each situation shall be fixed as liquidated damages (and not as penalty or forfeiture for breach). Liquidated damages shall apply where response is delayed beyond the time stated.

SUBCONTRACTORS

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.

In the event the City consents to assignment or subcontracting, each term and condition of this Contract shall be binding on the assigns, successors or administrators of the respective parties.

In the event 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."

The Contractor and all subcontractors must obtain and maintain in effect a valid City of Long Beach Business License prior to commencement of work, and during the entire time that work is being performed under the Contract. All permits and licenses necessary to the performance of security guard services shall be secured by the Contractor at the Contractor's own expense. The Contractor shall pay all taxes properly assessed against any equipment or property used or required in connection with the performance of security services.

Contractor shall indemnify, defend, and hold harmless the City and its employees and agents 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.

INDEPENDENT CONTRACTOR

The Contract between City and Contractor is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the City and Contractor. The Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for purposes of Workers' Compensation Liability, employees solely of Contractor and not of the City. The Contractor shall bear the sole responsibility and liability for

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furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.

NON-INTERFERENCE

The Contractor shall not interfere with the public use of the sites and shall conduct its operations as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the services are performed.

CALIFORNIA WAGE RATE REQUIREMENTS

Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. The Contractor to whom the contract is awarded, and its subcontractors, shall pay to all workers in the performance of the work not less than the prevailing rate of wages needed to execute the contract. The Prevailing Wage Determination in effect for this contract will be **2018-1**. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. Bidders are directed to Section 7-2, "Labor," of the Standard Specifications, and to Division H, Subsection 7-2.2, "Prevailing Wages," for requirements concerning payment of prevailing wages, payroll records, and hours of labor. [California Labor Code Section 1773.2] [LBMC 2.87.120]

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE

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

CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH

Each contractor and every lower-tier subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software. This requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

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. The Contractor must reference BPO release number and not the BPO number on all invoices.

BILLING/INVOICING REQUIREMENTS

The Billing Invoice shall include the BPO release number and department or bureau name.

Contractor shall include with each invoice an itemization showing roundtrip travel time starting from Contractor's yard to the Transfer, Storage and Disposal Facility. When Contractor responds to multiple spills occurring in additional cities, only the cost for transport of City containers shall be billed.

Contractor shall issue separate account numbers to each department as follows:

1. Long Beach Airport
2. Financial Management/Fleet Services
3. Fire Department
4. Long Beach Gas & Oil
5. Health & Human Services
6. Human Resources
7. Library Services
8. Parks, Recreation & Marine
9. Police Department
10. Public Works/Public Services Bureau/Facilities Management
11. Public Works/Public Services Bureau/Street Maintenance
12. Public Works/Public Services Bureau/Traffic Operations
13. Water Department

Requests shall be placed by multiple departments. Billing for invoices should correspond to the requesting department rather than the location. Additional accounts may be added if necessary.

The Contractor shall provide either an electronic invoice (preferred) and/or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the purchase order. If the purchase order does specify a department billing address, the Contractor shall be responsible for contacting the Department that placed the order to obtain the correct "Bill To" address. A list of the e-mail addresses setup to receive invoices shall be provided to the awarded Contractor.

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 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.

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The Contractor shall not invoice for service before services have been rendered. Payment will not be authorized until services have been received. Invoices shall include all required certifications and reports as specified herein.

Disposal/Dumping Billing Procedures: There will be no minimum time charged for profiling, manifesting and scheduling for each disposal. Individual responses/accounts will be billed according to the actual time spent for these activities.

When Contractor transports containers from several different incidents for disposal (i.e. "milkruns"), Contractor shall prorate the charges on the individual containers/invoices according to the number of containers in the load (e.g. if five containers are in a load and the cost is \$200, each account will be charged \$50 instead of \$200).

Emergency Clean-Up Response Billing Procedures: Contractor shall bill the City from portal to portal from the time Contractor leaves its facility to the time it returns to the Contractor's yard or other approved facility (TSDf). No additional time for cleaning, restocking or unloading will be permitted. There shall be no minimum time charged for emergency response personnel or trauma scene clean-up Monday through Friday, 8:00 a.m. to 5:00 p.m. (PST). Additionally, 4-hour minimum for supervisors on trauma responses after 5 pm are not permitted.

Mark-Up Costs: Contractor shall, upon request, submit evidence satisfactory to the City regarding all cost mark-ups and, but submitting a bid, gives permission to the City to inspect and verify such costs from the Contractor's records.

Contractor shall give the City the benefit of any price reductions when disposing of waste materials in the most cost effective manner (e.g. recycling of waste materials).

Payment Deductions / Contractor Non-Compliance: Payments shall be made for monthly services completed in accordance with tasks identified in each "Bid Section" hereof for each City facility. No payments shall be made for non-performance of services.

If, in the judgment of the City, Contractor is deemed in default, the City at its option in addition to, or in lieu of, other remedies provided herein, may withhold payment or deduct from Contractor's invoice for work not performed. The City will give notice describing deficient work or work not performed and the amount to be withheld or deducted from payments.

Notwithstanding anything to the contrary printed on the City's Purchase Order, the Contractor may be terminated in accordance with and as described in "Default By Contractor / Termination", upon Contractor's failure to correct deficiencies in a timely manner.

PAYMENT TERMS:

Net 30; 0 % discount in N/A days.

CITY CONTACTS

Contractor shall coordinate departmental non-emergency hazardous waste removal with the following City contacts or designees:

1. Airport – Scott Garrett, Facilities Management Officer 562-570-1255
2. Financial Management/Fleet Services – Patti Mobile, Analyst, 562-570-5403
3. Fire Dept – Betty Forgacs, 562-570-2570
4. Gas & Oil – Toni Juliano, 562-570-2073
5. Health & Human Services – Nelson Kerr, Environmental Health Manager, 562-570-4170
6. Human Resources/Safety Officer – Joleen Richardson, City Safety Officer, 562-570-6476
7. Library Services – Eileen Hunter, Analyst, 562-570-6220
8. Parks, Recreation & Marine – Kelly Parkins, Superintendent, 562-570-4879
9. Police – Annie Khin, Analyst, 562-570-6635
10. Public Works/Public Services/Facilities Management – Daniel De La Torre, Facilities Management Officer, 562-570-2756
11. Public Works/Public Services/Street Maintenance – Ramon Valenzuela, Superintendent 562-570-2784
12. Public Works/Public Services/Traffic Operations – Michael Sickles, Superintendent, 562-570-3263
13. Water – Liza Gutierrez, Manager of Support Services, 562-570-2466

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

PUBLIC RECORDS REQUESTS

Bid will become public record after the award of a contract unless specific parts of the bid can be shown to be exempt by law. Each vendor may clearly label part of a bid as "CONFIDENTIAL" provided that the vendor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

VENDOR'S EMPLOYEES

For statistical purposes only, please provide the following information below regarding your company's employees.

Specify the number of current employees residing in Long Beach: 35.

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact (must have a person's name).

PRIMARY CONTACT:

NAME: JUSTIN LEE

TITLE: TREASURER / ADMINISTRATIVE DIRECTOR

ADDRESS: 925 WEST ESTHER STREET, LONG BEACH, CA 90813

OFFICE PHONE: (562) 624-4120

FAX: (562) 624-4127

CELL: (310) 357-7800

EMAIL: JLEE@OCEAN-BLUE.COM

SECONDARY CONTACT:

NAME: RON DARE

TITLE: PRESIDENT

ADDRESS: 925 WEST ESTHER STREET, LONG BEACH, CA 90813

OFFICE PHONE: (562) 624-4120

FAX: (562) 624-4127

CELL: (562) 755-0556

EMAIL: RONDARE@OCEAN-BLUE.COM

EMERGENCY CONTACT (24/7):

NAME: RON DARE

TITLE: PRESIDENT

CELL: (562) 755-0556

E-MAIL: RONDARE@OCEAN-BLUE.COM

BILLING CONTACT:

NAME: WENDY MEJIA
TITLE: ADMINISTRATOR
ADDRESS: 925 WEST ESTHER STREET, LONG BEACH, CA 90813
OFFICE PHONE: (562) 624-4120
FAX: (562) 624-4127
CELL: N/A
EMAIL: WMEJIA@OCEAN-BLUE.COM

RESPONSE (SPECIAL) SCHEDULE

Contractor shall be available 24 hours a day, seven days a week. Contractor shall arrive on scene within 30 minutes of receipt of call or order for EMERGENCIES (Summary of Bid Items Section I). Emergencies shall be defined as any threat to public health, safety or environment and shall be determined 'on-scene' by the highest ranking City of Long Beach Fire Department representative, departmental employee (see Page 27, City Contacts) or designee. The City shall determine in its sole discretion whether a situation is an emergency or not.

Contractor shall respond within two (2) working days after receipt of call or order for NON-EMERGENCIES (Summary of Bid Items Section II).

SCOPE OF SERVICE

Contractor shall provide clean-up services at the City's request to remove WASTE MATERIALS from a site in accordance with pertinent federal, state, county and local laws, rules and regulations.

Contractor shall pay all costs, fees and taxes, including but not limited to, laboratory fees, disposal fees and taxes imposed on hazardous waste, incurred in the performance of its work hereunder.

"WASTE MATERIALS" Includes, but is not limited to, hazardous substances, hazardous waste, and any materials which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or environment.

Contractor will be expected to handle a wide variety of hazardous wastes and other wastes (trauma scene, human wastes, etc.), and other materials in solid and liquid forms. Gas cylinder will need to be picked up for disposal occasionally. Hazardous wastes are wastes that are corrosive, reactive, ignitable, or toxic. Typical wastes include but are not limited to waste oil, anti-freeze, organic solvents, paint, and other Household Hazardous Wastes. Hazardous wastes shall be profiled, over-packed into DOT approved containers and transported off site by the Contractor.

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Contractor shall provide all labor, supervision, equipment, supplies, materials, tools, machinery, appliances, transportation and services necessary to perform the work specified.

Contractor shall package, transport and dispose of all WASTE MATERIALS in accordance with all federal, state, county and local laws, rules, regulations and ordinances.

Contractor shall dispose of all WASTE MATERIALS at facilities holding the appropriate permits and licenses for disposal. Contractor shall dispose of all WASTE MATERIALS at a facility holding the appropriate permits and licenses to accept that type of WASTE MATERIALS.

Contractor is responsible for ascertaining that the permits and licenses are in good standing at all times.

Contractor shall label and test drums or other packaging, as required by all county, state and federal laws and regulations.

Contractor shall maintain its staff, equipment and vehicles in compliance with all county, state and federal laws and regulations.

Contractor shall not co-mingle or consolidate WASTE MATERIALS with those in its possession collected from non-City sources without the specific written permission of the City. Waste contained in separate drums can be consolidated at transfer facilities with other drums provided the drums remain intact with proper identifying labels. Under no circumstances will waste from different generators can be consolidated into the same drum or packing container.

Contractor shall maintain all required records, including manifests, as required by law. Contractor shall make such records available for inspection and copying by the City or its designee upon five (5) business days prior notice. Contractor shall not dispose of such records without the written permission of the City, and, at the time of termination or expiration of this agreement, shall provide the City with the originals or copies of such records within thirty days after pick-up of WASTE MATERIALS.

Contractor shall, upon request, furnish all required shipping manifests at time of pick-up and shall furnish documented proof to the City contacts or designee involved in disposal of hazardous materials at an authorized disposal facility within 30 calendar days after each pick-up.

Contractor shall not store WASTE MATERIALS except in compliance with all county, state and federal laws and regulations.

Contractor must conduct all aspects of its operation in accordance with the City's NPDES permit and so as not to discharge to the municipal storm sewer system.

Contractor shall defend, indemnify and hold harmless the City, its officials, board, commissions, employees and agents for Contractor's actions or inactions under the Contract, and for Contractor's failure to transport and dispose of WASTE MATERIALS, including but not limited to, payment of any fines and penalties.

Contractor shall coordinate with designated City personnel response to discovery, leak, spill or danger from hazardous materials.

Contractor shall test waste oil to determine if chlorides exist causing contamination.

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Contractor shall pick-up waste oil and oily wastewater as required by the City (vacuum truck service shall not be required for pick-up of waste oil, but only oily waste water).

Contractor shall ensure that "clearance" air testing is performed prior to re-occupation of areas after completion of clean-up activities and provide bulk sampling as needed.
 Contractor shall remove WASTE MATERIALS and any visible residue associated with the cleanup at the work site.

The City agrees to store all WASTE MATERIALS covered and in a secured locked area.

COMPLIANCE	Comply YES	Comply NO
1. Contractor shall provide mitigation and clean-up of WASTE MATERIALS for emergencies on both public and private property.	X	
2. Contractor shall be available 24 hours per day, seven days per week for Emergency Services and shall arrive on the scene to such emergencies within 30 minutes after receipt of call.	X	
3. Contractor shall have a chemist available for consultation with representatives of the City and for testifying in a court of law.	X	
4. Contractor shall be capable of collections split samples for evidence and analysis, and transport to storage and/or laboratory designated by the City, in accordance with applicable laws and procedures. Contractor shall provide for sample containers, preservation, chain of custody and disposal of sample material.	X	
5. Contractor shall have the ability to store as evidence material as large as a 40-yard roll-off bin for as long as one year.	X	
6. Contractor's employees involved in Item #4 above shall be available and capable of testifying in a court of law.	X	
7. Contractor shall have the professional certification and proof of the required training to perform the above described activities.	X	
8. Contractor shall, with prior notice, be able to participate in the planning and execution of investigations involving the alleged illegal generation, treatment, storage or disposal of hazardous materials.	X	
9. Contractor shall, upon request from the City, make available a list of and for inspection all equipment and maintenance records used for hazardous materials responses.	X	

BID SECTION

ALL PRICES SHALL NOT INCLUDE SALES TAX. ALL MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES SHALL BE FOB DESTINATION CITY OF LONG BEACH.

ALL COSTS MUST BE DISCLOSED; NO ADDITIONAL COSTS ARE ALLOWABLE FOR HAZARDOUS WASTE CLEAN-UP AND DISPOSAL.

SUMMARY OF BID ITEMS

SECTION I: EMERGENCY AND NON-EMERGENCY RESPONSE

1. LABOR CLASSIFICATION

- Contractor shall bill labor cost at straight time for all work performed.
- *Overtime will be reimbursed if employee is at the site more than eight (8) hours.
- **Double time shall be billed if work is performed on federal holidays.
- Contractor shall quote labor rates and provide explanations as required herein.

Item	Description	Straight Time Per Hour (A)	Over Time Per Hour (B)	Double Time Per Hour (C)
1A	Hazmat Laborer	\$ Enter electronically	\$ Enter electronically	\$ Enter electronically
1B	Hazmat Technician	\$ Enter electronically	\$ Enter electronically	\$ Enter electronically
1C	Hazmat Leadman	\$ Enter electronically	\$ Enter electronically	\$ Enter electronically
1D	Hazmat Supervisor	\$ Enter electronically	\$ Enter electronically	\$ Enter electronically
1E	Health & Industrial Hygienist	\$ Enter electronically	\$ Enter electronically	\$ Enter electronically
1F	Trauma Scene Practitioner	\$ Enter electronically	\$ Enter electronically	\$ Enter electronically
1G	Chemist (desirable, but not required)	\$ Enter electronically	\$ Enter electronically	\$ Enter electronically

LABOR RATES (Contractor shall define the following classifications):

STRAIGHT TIME: State minimum time charged for each call (if any).

NOTE: Minimum charges are not permitted for emergency response personnel, trauma scene clean-up, or for supervisors on trauma responses between the hours of 8:00 am and 5:00 pm, PST, Monday through Friday.

4-HOUR MINIMUM BEFORE 8AM & AFTER 5PM. NO 4-HOUR MINIMUM FOR SUPERVISORS ON TRAUMA RESPONSES.

APPLICABLE MONDAY - FRIDAY.

BID SECTION

*OVERTIME: (specify when overtime is paid).

BEFORE 8AM & AFTER 5PM, APPLICABLE MONDAY - FRIDAY. ALL DAY SATURDAYS.

**DOUBLE TIME: (specify when double time is paid. For holidays, indicate which holidays).

ALL DAY SUNDAYS. NEW YEAR'S DAY, LABOR DAY, MARTIN LUTHER KING JR. BIRTHDAY, PRESIDENT'S DAY, VETERAN'S DAY, MEMORIAL DAY, FOURTH OF JULY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, COLUMBUS DAY, CHRISTMAS DAY

2. VACUUM TRUCK WITH OPERATORS - Contractor shall bill vehicle cost for actual hours of work performed.

Item	Description	Disposal Rate
2A	100 - 120 BBL (Steel)	\$ <u>Enter electronically</u> / Per Hour
2B	60 - 70 BBL (Steel)	\$ Enter electronically / Per Hour
2C	100 - 140 BBL (Stainless steel)	\$ Enter electronically / Per Hour
2D	Vacuum truck holding charge beyond 24 hours	\$ Enter electronically / Per 24-hour period

3. DISCOUNT - Contractor shall state the percentage discount allowed to the City and include current price schedules/price lists with bid for the following:

3A	Emergency Response Labor rates classification not specified herein. Discount from: <u>30% OFF OF PUBLISHED RATES</u> Dated: <u>JANUARY 1ST, 2018</u>	<u>Enter electronically</u> %
3B	Non-Emergency Labor rate classifications Discount from: <u>30% OFF OF PUBLISHED RATES</u> Dated: <u>JANUARY 1ST, 2018</u>	<u>Enter electronically</u> %

BID SECTION

3C	Equipment, Materials and Supplies Discount from: <u>20% OFF OF PUBLISHED RATES</u> Dated: <u>JANUARY 1ST, 2018</u>	<u>Enter electronically</u> %
3D	Vehicle Rate Sheet Discount from: <u>20% OFF OF PUBLISHED RATES</u> Dated: <u>JANUARY 1ST, 2018</u>	<u>Enter electronically</u> %
<p>4. NET LANDED COST - For all items not listed above, Contractor shall indicate markup percentage on NET LANDED COST.</p> <p>Upon request from the City, Contractor shall submit evidence satisfactory to the City on NET LANDED COST. By submitting this bid Contractor is giving permission to the City to inspect and verify such cost from Contractor's records.</p> <p>Provide mark-up percentage on your net landed cost for the following:</p>		
4A	Subcontractor and Rental Charges	<u>Enter electronically</u> %
4B	Disposal Charges	<u>Enter electronically</u> %
4C	Laboratory Charges	<u>Enter electronically</u> %
<p>5. STORAGE CHARGES AND PICK-UP</p>		
5A	Storage charge for 55 gallon drums of hazardous waste after free period at Contractor's facility. Contractor shall state free day period allowed for drum storage: <u>1 YEAR (ALLOWABLE PER REGULATIONS)</u>	\$ <u>Enter electronically</u> / Per Drum/Day
5B	Vehicle Storage Rates (Vehicles delivered by the City to the Contractor's storage facility)	\$ <u>Enter electronically/EA</u>
5C	Emergency Pick-up: <u>< 30</u> (minutes) after receipt of call or order. (Contractor must arrive on scene within 30 minutes after receipt of call or order for EMERGENCIES.)	

BID SECTION

5D	Non-Emergency Pick-up: <u>< 2</u> (days) after receipt of call or order. (Contractor must respond to NON-EMERGENCIES within 2 days after receipt of call or order.)
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SECTION II: NON-EMERGENCY

Item	Description	Container	Estimated Annual Amount	Minimum Pick-up	Unit Price	Notes
6	Oil/floor sweep absorbent	55-gallon 17H drum	180 drums	15 drums	\$ Enter electronically	
7	Asbestos material (brake dust)	Plastic within 55-gallon drum	1 time/year	1 drum	\$ Enter electronically	
8	Asbestos material (building)	55-gallon	8 drums	2 drums	\$ Enter electronically	
9	Asbestos material (with fecal impregnation)	55-gallon	4 drums	2 drums	\$ Enter electronically	
10	Furnish 55 gal drums (empty) open tip with or without lids	55-gallon 17H drum	180 drums	5 drums	\$ Enter electronically	
11	Paint thinners	55-gallon	8 drums	2 drums	\$ Enter electronically	
12	Asphalt emulsion – semi-solid	55-gallon	12 drums	2 drums	\$ Enter electronically	
13	Petroleum residues in absorbent or sand, mixed, partially solid	55-gallon	25 drums	2 drums	\$ Enter electronically	
14	Petroleum residues in absorbent or sand, mixed, partially solid	30-gallon			\$ Enter electronically	
15	Lead waste (building)	55-gallon	1 drum	1 drum	\$ Enter electronically	
16	Solidified water-base paint	55-gallon	2 drums	2 drums	\$ Enter electronically	
17	Waste oil/recycled (non-chlorinated)		10,000 gallons		\$ Enter electronically	Contractor shall pay to City
18	Oily waste water		5,000 gallons		\$ Enter electronically	
19	Solid surcharge				\$ Enter electronically	
20	Dead fish	55-gallon drum	1 time/ year	1 drum	\$ Enter electronically	A boat will be required
21	Feces	5-gallon	12 times per year	5 gallons	\$ Enter electronically	

BID SECTION

22	Anti-freeze		36 drums		\$ Enter electronically	To recycle on site or to pay City for waste anti-freeze
23	Vacuum truck (for oily waste water pick-up only)				\$ Enter electronically	
24	CHOR-D-TECT				\$ Enter electronically	
25	Copper wire				\$ Enter electronically	
26	Vacuum truck (sewage sediment)				\$ Enter electronically	
27	Vacuum truck (storm drain sump sediment)				\$ Enter electronically	
28	Solid surcharge (if applicable)				\$ Enter electronically	
29	Minimum pick-up charge (for quantities less than minimum pick-up)				\$ Enter electronically	
Contractor shall indicate cost mark-up, if applicable, for the following disposal fees:						
30	Class I facility	Contractor cost plus <u>Enter electronically</u> %			Upon request, evidence satisfactory to the City shall be submitted on Contractor cost, and permission given to inspect and verify such costs from the Contractor.	
31	Incineration facility	Contractor cost plus <u>Enter electronically</u> %				
32	PCB facility	Contractor cost plus <u>Enter electronically</u> %				
Contractor shall quote discount from Contractor's published price list for the following classifications:						
33	Labor			<u>Enter electronically</u> % discount		
34	Materials/Supplies			<u>Enter electronically</u> % discount		
35	Miscellaneous equipment, Lab reports, etc.			<u>Enter electronically</u> % discount		

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ATTACHMENT A

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

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

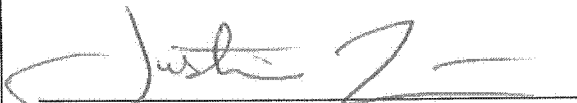
Business/Contractor/Agency

JUSTIN LEE

ADMINISTRATIVE DIRECTOR / TREASURER

Name of Authorized Representative

Title of Authorized Representative


Signature of Authorized Representative

8/2/18

Date

r21411

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

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

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-57-6200

ATTACHMENT B
REFERENCE LIST



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

Reference Information Form

Client/Contractor Name CITY OF LONG BEACH
 Project Manager/Contact Name KURT ANHALT E-mail KURT.ANHALT@LONGBEACH.GOV Ph. No. 562.719.3753
 Address 2525 GRAND AVENUE, LONG BEACH CA 90815
 Project Description HAZARDOUS WASTE REMOVAL SERVICES
 Project Dates (Start and End) 1998-PRESENT Contract Term(s) 2 YR + 2 OPTION Contract Amount \$800K / YR

Client/Contractor Name PORT OF LONG BEACH
 Project Manager/Contact Name ROBERT TREON E-mail ROBERT.TREON@POLB.COM Ph. No. 562.283.7315
 Address 725 HARBOR PLAZA DRIVE, LONG BEACH CA 90802
 Project Description HAZARDOUS WASTE REMOVAL SERVICES
 Project Dates (Start and End) 1998-PRESENT Contract Term(s) 3 YR CONTRACT Contract Amount \$2 MILLION / 3 YRS

Client/Contractor Name PORT OF LOS ANGELES
 Project Manager/Contact Name MANUEL RAMIREZ E-mail MRAMIREZ@PORTLA.ORG Ph. No. 310.892.6827
 Address 425 S. PALOS VERDES ST., SAN PEDRO CA 90731
 Project Description AS-NEEDED EMERGENCY RESPONSE AND HAZARDOUS WASTE MANAGEMENT
 Project Dates (Start and End) 1998-PRESENT Contract Term(s) 3 YR CONTRACT Contract Amount \$2 MILLION / 3 YRS

Client/Contractor Name LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
 Project Manager/Contact Name ADRIANA FLROES E-mail AFLORES@DPW.LACOUNTY.GOV Ph. No. 626.458.7390
 Address 900 S. FREEMONT, ALHAMBRA CA 91803
 Project Description AS NEEDED EMERGENCY REMOVAL OF HAZARDOUS MATERIAL
 Project Dates (Start and End) 1995-PRESENT Contract Term(s) 1 YR + 3 OPTION Contract Amount \$3,300,000 / YR

Client/Contractor Name CITY OF SIGNAL HILL
 Project Manager/Contact Name DEBBIE MESTAZ E-mail DMESTAZ@CITYOFSIGNALHILL.COM Ph. No. 562.989.7300
 Address 2175 E. 28TH ST., SIGNAL HILL CA 90755
 Project Description HAZARDOUS WASTE REMOVAL SERVICES
 Project Dates (Start and End) 1997-PRESENT Contract Term(s) P.O. Contract Amount \$40K / YR

ATTACHMENT C

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

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 925 WEST ESTHER STREET	Requester's name and address (optional)
6 City, state, and ZIP code LONG BEACH, CA 90813	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person ▶

Date ▶ 1/3/2018

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT D

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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

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

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

Printed Name: RON DARE Title: PRESIDENT

Signature:  Date: 8/2/2018

Business Entity Name: OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Ocean Blue Environmental Services, Inc. Federal Tax ID No. [REDACTED]
Address: 925 West Esther Street
City: Long Beach State: CA ZIP: 90813
Contact Person: Justin Lee Telephone: (562) 624-4120
Email: jlee@ocean-blue.com Fax: (562) 624-4127

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 2ND day of AUGUST, 2018, at LONG BEACH, CA

Name RON DARE

Signature 

Title PRESIDENT

Federal Tax ID No. 33-0625817

ATTACHMENT E
INSURANCE REQUIREMENTS



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

INSURANCE REQUIREMENTS

INDEMNIFICATION: 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 work under this Agreement 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.

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at Contractor's expense the following insurance, for the duration of this Contract and any extensions or renewals thereof, from insurance companies that are admitted to write insurance in the State of California or from nonadmitted insurance companies that are on the California List of Eligible Surplus Lines Insurers (LESLI) and that have ratings of or equivalent to A:VIII by A.M. Best Company:

(a) Commercial general liability (equivalent in scope to ISO form CG 00 01 11 85 or 11 88) in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. Such coverage shall include but shall not be limited to broad form contractual liability, cross liability protection, sudden and accidental pollution and cleanup liability, and products and completed operations liability. The City of Long Beach, its officials, employees, and agents shall be named as additional insureds by endorsement (equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents and shall be primary and not contributing to any other insurance or self-insurance maintained by City, its officials, employees, and agents.

(b) Contractor's Pollution Liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per claim. Such insurance shall include but shall not be limited to cross liability protection and any coverage required to meet all state and Federal requirements relating to the removal, transfer, use or other activity involving hazardous or contaminated materials. The City of Long Beach, its officials, employees, and agents shall be named as additional insureds by endorsement (equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents and shall be primary and not contributing to any other insurance or self-insurance maintained by City, its officials, employees, and agents and shall contain cross liability protection.



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

INSURANCE REQUIREMENTS

(c) Commercial automobile liability (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage. Such coverage shall include but shall not be limited to sudden and accidental pollution and cleanup liability and any coverage or limits required to meet all state and Federal requirements relating to the transfer of hazardous or contaminated materials in excess of the requirements herein. The City of Long Beach, its officials, employees and agents shall be named as additional insureds by endorsement, and this insurance shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.

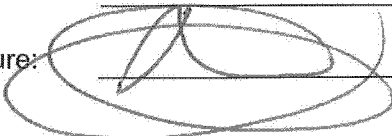
(d) Workers' compensation as required by the Labor Code of the State of California and employer's liability insurance in an amount not less than One Million Dollars (US \$1,000,000) per accident or illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City, its officials, employees, and agents.

Any self-insurance program, self-insured retention, or deductible must be approved separately in writing by City's Risk Manager or designee and shall protect the City and their officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions.

Any contractors or subcontractors which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this Section unless otherwise agreed in writing by City's Risk Manager or designee.

Each insurance policy required herein 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 City.

By submitting a signature below, Bidder agrees that insurance requirements can be provided as requested.

Printed Name:	RON DARE	Title:	PRESIDENT
Signature:		Date:	8/2/2018

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

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

Business Search - Business Entities - Business Programs | California Secretary of State - Internet Explorer

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

Business Search - Business E... x

File Edit View Favorites Tools Help

Convert Select

Business Search - Business ... PURCHASING PLANETBIDS INTRANET HOME System for Award Manage... Suggested Sites City of Long Beach - Legistar

Skip to Main Content | Skip to Footer

Alex Padilla
California Secretary of State

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

Business Entities (BE) Business Search

Online Services

E-File Statements of Information for Corporations

Business Search

Processing Times

Disclosure Search

Service Options

Name Availability

Forms, Samples & Fees

Statements of information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, including free uncertified PDF copies of the most recent Statements of Information filed for corporations and limited liability companies, if the statements have been imaged. Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

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

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

Search Type *
 Search by Corporation Name Search by LP/LLC Name Search by Entity Number

Search Criteria * Search Filter Keyword

Search

Please include a printout from this website with your bid.
Individual and Sole Proprietor businesses are exempt.

Alex Padilla
California Secretary of State

Business Search - Results






The California Business Search is updated daily and reflects work processed through Thursday, August 2, 2018. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name, or you can select a column title to change the sort order.
- To refine the search results, enter a word or a string of words in the "Narrow search results" box. The "Narrow search results" will search on all fields of the initial search results.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on requesting a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

Results of search for Corporation Name keyword "ocean blue environmental" returned 1 entity record (out of 1 record found).

Show entities per page

Narrow search results:

					Agent for Service of Process
Entity Number	Registration Date	Status	Entity Name	Jurisdiction	
C1747150	07/07/1994	ACTIVE	<u>OCEAN BLUE ENVIRONMENTAL SERVICES, INC.</u>	CALIFORNIA	MOONHILL

Showing 1 to 1 of 1 entities

[Previous](#) [Next](#)

[Modify Search](#)

[New Search](#)

Attachment G Discontinued Customers in Previous 5 Years

Bidder: OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

NOTE: THE FOLLOWING CONTRACTS HAVE ALL NATURALLY EXPIRED AND OCEAN BLUE WAS RE-WARDED.

Customer	Address	Reason	Name/Title of Contact	Telephone
CITY OF LONG BEACH	2525 GRAND AVE, LONG BEACH, CA 90815	NATURALLY EXPIRED & RENEWED SINCE 1998	KURT ANHALT ENV. HEALTH BUREAU MANAGER	(562) 719-3753
CITY OF SIGNAL HILL	2175 E. 28TH, SIGNAL HILL, CA 90755	NATURALLY EXPIRED & RENEWED SINCE 1998	DEBBIE MESTAZ MAINTENANCE OPER. SUPERVISOR	(562) 989-7300
CITY OF GARDEN GROVE	13802 NEWHOPE ST, GARDEN GROVE, CA 92123	NATURALLY EXPIRED & RENEWED SINCE 1998	MARK LADNEY SENIOR PROGRAM SPECIALIST	(714) 719-1124
CITY OF SAN DIEGO	9601 RIDGEHAVEN COURT, STT 300, SAN DIEGO, CA 91105	NATURALLY EXPIRED & RENEWED SINCE 1998	JOY NEWMAN HAZMAT PROGRAM SPECIALIST	(858) 573-1204
CITY OF PASADENA	88 E. STATE ST, PASADENA, CA 91105	NATURALLY EXPIRED & RENEWED SINCE 1998	GREG FAITH MAINTENANCE SUPERVISOR	(626) 744-6204
CITY OF CARSON	701 E. CARSON ST, CARSON, CA 92101	NATURALLY EXPIRED & RENEWED SINCE 1998	FREDDY LOZA PROJECT MANAGER	(562) 228-8011
PORT OF SAN DIEGO	3165 PACIFIC COAST HWY, SAN DIEGO, CA 92101	NATURALLY EXPIRED & RENEWED SINCE 1998	PAUL BROWN SENIOR ASSET MANAGER	(619) 686-6584
PORT OF LOS ANGELES	425 S. PALOS VERDES ST, SAN PEDRO, CA 90731	NATURALLY EXPIRED & RENEWED SINCE 1998	MANUEL RAMIREZ ENVIRONMENTAL SPECIALIST	(310) 732-3782
PORT OF LONG BEACH	925 HARBOR PLAZA, LONG BEACH, CA 90802	NATURALLY EXPIRED & RENEWED SINCE 1998	ROBERT TREON MANAGER OF INFRASTRUCTURE	(562) 283-7315
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS - WASTE MANGMT	900 S. FREEMONT, ALHAMBRA, CA 91803	NATURALLY EXPIRED & RENEWED SINCE 1998	WICKY YEJUNG CONTRACT MANAGER	(626) 458-4152
CALTRANS	100 S. MAIN ST, MS 3, LOS ANGELES, CA 90012	NATURALLY EXPIRED & RENEWED SINCE 1998	LUIS MONTERRUBIO HAZMAT MANAGER	(213) 706-7277
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY	3225 NORTH HARBOR DR, SAN DIEGO, CA 92101	NATURALLY EXPIRED & RENEWED SINCE 1998	RICHARD GILB HAZMAT MANAGER	(619) 400-2790



City of Long Beach

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

July 26, 2018

NOTICE TO BIDDERS

ADDENDUM NO. 1: Q & A

**ITB LB 18-119
Hazardous Waste Removal Services**

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

The questions and answers are as follows:

1. Q: Is there anywhere contractors may reserve an annual price increase? Previous solicitations for this contract allowed contractors to specify an annual price increase.

A: Price changes after the 24 months base period shall be negotiated, but shall not exceed the most recent available month for the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim, CA Area published by the Bureau of Labor Statistics (BLS) of the U.S. Department of Labor.

2. Bid pages 1-36 contain fillable questions throughout. How should bidders submit such pages? Bid submission instructions on page 12 do not specify whether we should submit such answers electronically, hard, or both. For example, page 22 under Citations & Violations" asks us to check yes/no; how should we submit such answer?

A: Bidders must answer all questions and fill in the blank spaces. Pricing shall be entered on the "Line Items" tab and all pages of the bid document and required attachments shall be uploaded on the "Attachment" tab of PlanetBids.

3. Bid page 32 specifies that "overtime will be reimbursed for more than 8 hours" and "double time shall be billed for federal holidays". However page 33 asks us to define overtime and double time. If our definition of overtime & double time is different than that on page 32, which will overrule the other? Additionally, line items 1-22 (on planetbids) asks us to define overtime & double for each line item. Wouldn't it be easier to assume the City's definition of overtime & double time to ensure consistency among bidders, rather than have each contractor define overtime & double time themselves?

A: The City already specified when overtime and double time will be paid. Bidders shall specify when overtime and double time will be charged based on its company's policy.

4. Should line items 62-64 be removed? It sounds like they are repeats.

a. Line item 62 "Discount from Contractor's published price list for: Labor" sounds like a repeat of line item 27 "Percentage discount allowed to the City for: Non-Emergency Labor rate classifications".

A: Yes, that was an oversight. Bidder should enter same value for both line items.

b. Line item 63 "Discount from Contractor's published price list for: Materials/Supplies" sounds like a repeat of line item 28 "Percentage discount allowed to the City for: Equipment, Materials and Supplies".

A: Yes, that was an oversight. Bidder should enter same value for both line items.

c. Line item 64 "Discount from Contractor's published price list for: Miscellaneous equipment, Lab reports, etc." sounds like a repeat of line items 30-32: "Markup percentage on net landed cost for: Subcontractor & Rental Charges. For all items not listed under items 1-3", "Markup percentage on net landed cost for: Disposal Charges. For all items not listed under items 1-3", "Markup percentage on net landed cost for: Laboratory Charges. For all items not listed under items 1-3".

A: Line items 30-32: "Markup percentage on net landed cost are specifically for: Subcontractor & Rental, Disposal, and Laboratory Charges.

Line Item 64 shall be for all other miscellaneous equipment, lab reports, etc. that are not considered as Subcontractor & Rental, Disposal, and Laboratory charges.

5. Line items 30-32 all include the phrase "For all items not listed under items 1-3". What does this mean? What do 'items 1-3' refer to?

A: Items 1-3 is sections 1-3. Item 1. Labor Classification, Item 2. Vacuum Truck with Operators, and Item 3. Discount. The mark-up percentage for line items 30-32 shall not apply to those items specifically called out Items/Sections 1-3.

PlanetBids line Items #1-29 contained all items listed under Sections 1-3 of pages 32-34 Summary of Bid Items of the ITB document. See Item Code column for specific items as outlined in the ITB document.

A screen-shot from PlanetBids is provided below for reference.

ITB LB18-119 Addendum No. 1

Item#	Item Code	Type	Item Description
SECTION I - EMERGENCY AND NON-EMERGENCY RESPONSE			
+	1 Labor Classification: Item 1AA		Hazmat Laborer - Straight Time
+	2 Labor Classification: Item 1AB		Hazmat Laborer - Over Time
+	3 Labor Classification: Item 1AC		Hazmat Laborer - Double Time
+	4 Labor Classification: Item 1BA		Hazmat Technician - Straight Time
+	5 Labor Classification: Item 1BB		Hazmat Technician - Over Time
+	6 Labor Classification: Item 1BC		Hazmat Technician - Double Time
+	7 Labor Classification: Item 1CA		Hazmat Leadman - Straight Time
+	8 Labor Classification: Item 1CB		Hazmat Leadman - Over Time
+	9 Labor Classification: Item 1CC		Hazmat Leadman - Double Time
+	10 Labor Classification: Item 1DA		Hazmat Supervisor - Straight Time
+	11 Labor Classification: Item 1DB		Hazmat Supervisor - Over Time
+	12 Labor Classification: Item 1DC		Hazmat Supervisor - Double Time
+	13 Labor Classification: Item 1EA		Health & Industrial Hygienist - Straight Time
+	14 Labor Classification: Item 1EB		Health & Industrial Hygienist - Over Time
+	15 Labor Classification: Item 1EC		Health & Industrial Hygienist - Double Time
+	16 Labor Classification: Item 1FA		Trauma Scene Practitioner - Straight Time
+	17 Labor Classification: Item 1FB		Trauma Scene Practitioner - Over Time
+	18 Labor Classification: Item 1FC		Trauma Scene Practitioner - Double Time
+	19 Labor Classification: Item 1GA		Chemist - Straight Time (Desireable, Not Required)
+	20 Labor Classification: Item 1GB		Chemist - Over Time (Desireable, Not Required)
+	21 Labor Classification: Item 1GC		Chemist - Double Time (Desireable, Not Required)
+	22 Vacuum Truck with Operators: Item 2A		Disposal Rate for 100 - 120 BBL (Steel)
+	23 Vacuum Truck with Operators: Item 2B		Disposal Rate for 60 - 70 BBL (Steel)
+	24 Vacuum Truck with Operators: Item 2C		Disposal Rate for 100 - 140 BBL (Stainless steel)
+	25 Vacuum Truck with Operators: Item 2D		Vacuum truck holding charge beyond 24 hours
+	26 Discount: Item 3A		Percentage discount allowed to the City for: Emergency Response Labor rates
+	27 Discount: Item 3B		Percentage discount allowed to the City for: Non-Emergency Labor rate classifications
+	28 Discount: Item 3C		Percentage discount allowed to the City for: Equipment, Materials and Supplies
+	29 Discount: Item 3D		Percentage discount allowed to the City for: Vehicle Rate Sheet

6. Line items 22-24 all include the phrase "Disposal Rate". Should this instead be "transportation rate"? If so, are we allowed to bill overtime for such Vacuum Trucks? If so, where can we specify such overtime vacuum truck rates?

A: Line items 22-24 is for disposal rate utilizing specified vacuum trucks. Please refer to Page 26 Disposal/Dumping Billing Procedures. Disposal fees shall be based on actual costs for actual hours of work performed. Overtime rate shall be in accordance with the discount percentage specified under Section 3. Discount.

PREPARED BY: Sokunthea Kol, Buyer II

ACKNOWLEDGED BY: Ocean Blue Environmental Services, Inc.
Company Name

Justin Lee
Print Name

Treasurer / Administrative Director
Title

Justin Lee
Signature

8/3/2018
Date



925 West Esther Street
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

PERMITS AND LICENSES

U. S. Environmental Protection Agency – ID #CAD983608258

California Department of Toxic Substance Control – Transporter Registration #3354

California Highway Patrol – License #111486, Control #198917, Carrier #119128

California Contractors State License Board – "A" General Engineering Contractor License
#709140 with HAZ endorsement

California Department of Public Health– Trauma Scene Waste Management Practitioner
ID # TSW 066

City of Long Beach - Business License BU94037860

Supplier Clearing House – WMBE Certification

U.S. ENVIRONMENTAL PROTECTION AGENCY
75 HAWTHORNE STREET, H-3-4
SAN FRANCISCO, CA. 94105

September 23, 1994

SCOTT TRACY PRESIDENT
OCEAN BLUE ENVIRONMENTAL SVC
4119 COLORADO ST
LONG BEACH, CA 90814

This is to acknowledge that the ENVIRONMENTAL PROTECTION AGENCY (EPA) has received a notification of hazardous waste activity (EPA FORM 8700-12) for the installation located at the address shown below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears below. The EPA Identification Number must appear on all: transport manifests, Annual Reports filed with EPA, applications for Federal Hazardous Waste Permits, and other hazardous waste management reports and documents required under Subtitle C of RCRA.

If any of the information on this letter is inaccurate, please resubmit a completed EPA Form 8700-12 containing the corrected information. EPA maintains a Notification Information Line to assist with questions.

NOTIFICATION INFORMATION LINE: (415) 495-8895

EPA ID NUMBER: CAD983608258
HANDLER NAME: OCEAN BLUE ENVIRONMENTAL SVC
LOCATION ADDRESS: 925 W ESTHER ST
LONG BEACH, CA 90813

WASTE ACTIVITY: TRANSPORTER

HAZARDOUS WASTE CODES SUBMITTED ON THE NOTIFICATION:
NONE



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Edmund G. Brown Jr.
Governor

HAZARDOUS WASTE TRANSPORTER REGISTRATION
HAZARDOUS WASTE OF CONCERN TRANSPORTER

NAME AND ADDRESS OF REGISTERED TRANSPORTER

OCEAN BLUE ENVIRONMENTAL SERVICES INC
925 W ESTHER STREET
LONG BEACH, CA 90813

TRANSPORTER REGISTRATION NO: 3354

EXPIRATION DATE: OCTOBER 31, 2018

THIS IS TO CERTIFY THAT THE FIRM NAMED ABOVE IS DULY REGISTERED TO TRANSPORT HAZARDOUS WASTE IN THE STATE OF CALIFORNIA IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 6.5, DIVISION 20 OF THE HEALTH AND SAFETY CODE AND TITLE 22 OF THE CALIFORNIA CODE OF REGULATIONS, DIVISION 4.5.

THIS REGISTRATION CERTIFICATE MUST BE CARRIED WITH EACH SHIPMENT OF HAZARDOUS WASTE.

FOR REGISTRATION INFORMATION, PLEASE CALL (916) 440-7145.

Elizabeth Lopez Rogers

(AUTHORIZED SIGNATURE)

October 5, 2017

(DATE)



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**HAZARDOUS MATERIALS
TRANSPORTATION LICENSE**
CHP 360H (REV. 1/00) OPI 062

CONTROL NUMBER 226875	LICENSE NUMBER 111486	ISSUE DATE 8/23/2017	EFFECTIVE DATE 10/1/2017	EXPIRATION DATE 9/30/2018
CHP CARRIER NUMBER CA 119128	LOCATION 530	<input type="checkbox"/> Duplicate <input type="checkbox"/> Initial	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Renewal	

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400.

LICENSEE NAME AND PHYSICAL STATION ADDRESS (if different than below)

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.
925 W ESTHER ST
LONG BEACH CA, US 90813-1423

This carrier is on the special routing/safe stopping place mailing lists as indicated below:

- (HMX) Explosives subject to Division 14, California Vehicle Code (CVC).
- (HMPH) Poison Inhalation Hazard materials in bulk packages subject to Division 14.3, CVC.
- (HMRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$2,000.00. (CVC Section 23112.5)

LICENSEE NAME AND MAILING ADDRESS

Attention: Moonho C. Lee
OCEAN BLUE ENVIRONMENTAL SERVICES, INC.
925 W ESTHER ST
LONG BEACH CA, US 90813-1423



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License No: **709140** Entity: **CORP**
Company Name: **OCEAN BLUE ENVIRONMENTAL
SERVICES INC**

Category: **A HAZ**

Expiration Date: **07/31/2019**

www.cslb.ca.gov



State of California

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

OCEAN BLUE ENVIRONMENTAL SERVICES INC



to engage in the business or act in the capacity of a contractor
in the following classification(s):

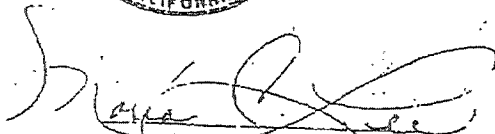
A - GENERAL ENGINEERING CONTRACTOR

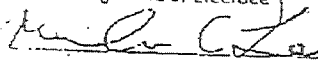


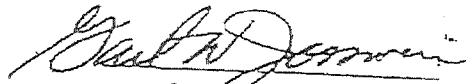
Witness my hand and seal this day,

July 3, 1995

Issued July 3, 1995


Signature of Licensee


Signature of License Qualifier


Registrar of Contractors

This license is the property of the Registrar of Contractors, is not
transferable, and shall be returned to the Registrar upon demand
when suspended, revoked, or invalidated for any reason. It becomes
void if not renewed.

709140

License Number

California Department of Public Health
Medical Waste Management Program
1616 Capitol Avenue, 2nd Floor- MS 7405
.O. Box 997377
Sacramento, CA 95899-7377

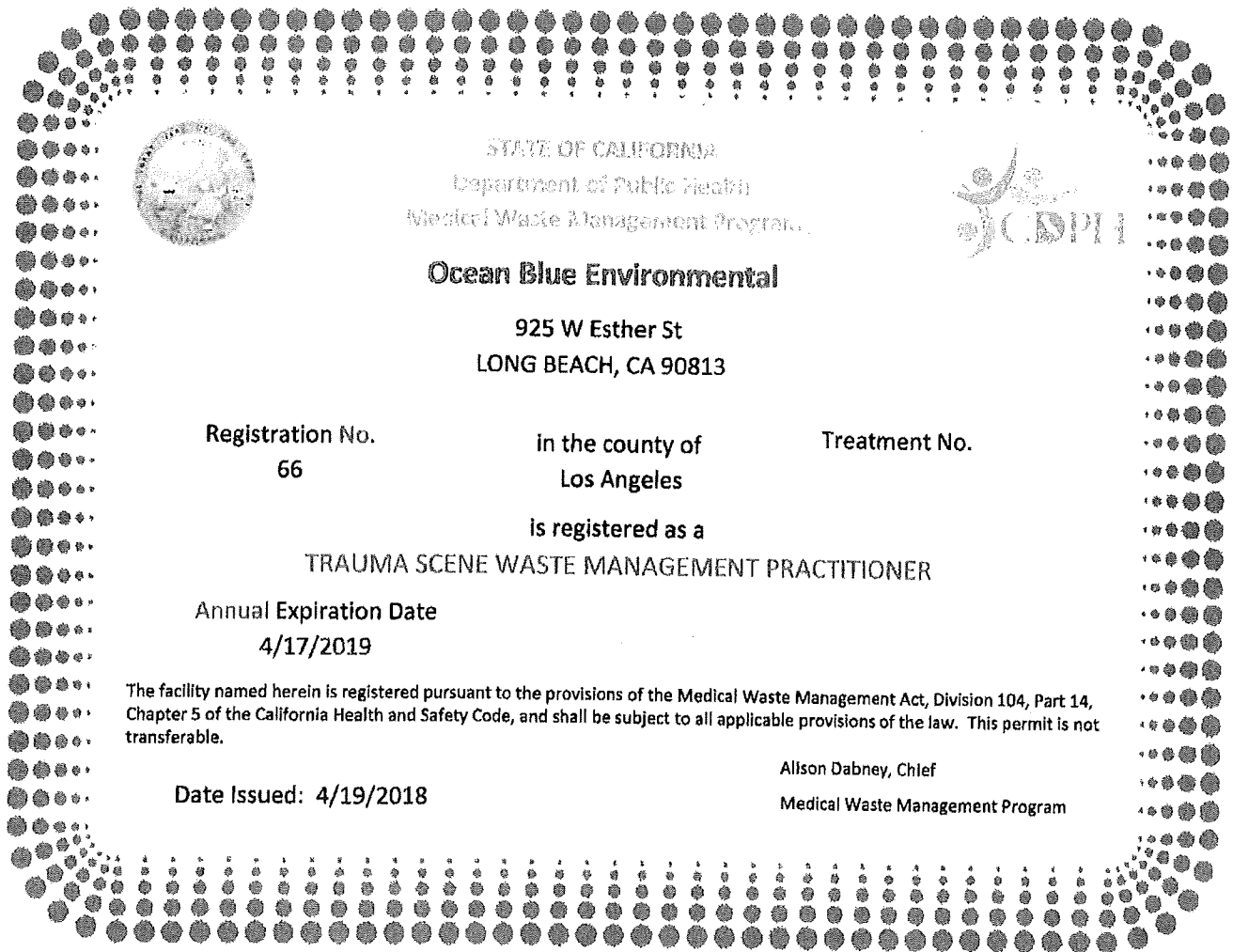
Date: 4/19/2018
Registrant Identifier: TSW 66

Ocean Blue Environmental
925 W Esther St
LONG BEACH, CA 90813

Dear Sir/Madam:

Your Trauma Scene Waste Management Practitioner certificate is shown below. Please retain this certificate for your records.

If you have questions regarding this certificate, please call (916) 449-5671.





CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE
LICENSE EXPIRES ON 08/15/2018

PREPARED: 10/06/2017

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING:

ACCOUNT NUMBER: BU94037860

BUSINESS TYPE: ENGINEERING

OWNER: OCEAN BLUE ENVIRONMENTAL SERVIC

DBA: OCEAN BLUE ENVIRONMENTAL SERVICES

LOCATED AT: 925 W ESTHER ST

PRODUCT: ENGINEERING CON

AUTHORIZED BY: JOHN GROSS
DIRECTOR OF FINANCIAL MANAGEMEN

➔ **LICENSE HOLDER - - PLEASE NOTE** ←


THE TOP PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE SECTION AT (562) 570-6211 OR SEND AN EMAIL TO LBBIZ@LONGBEACH.GOV.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE LICENSE EXPIRATION DATE. (PLEASE NOTIFY THE BUSINESS LICENSE SECTION IF YOU ARE NO LONGER IN BUSINESS).

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION, MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE SECTION.

OCEAN BLUE ENVIRONMENTAL SERVICES INC
OCEAN BLUE ENVIRONMENTAL SERVICES
925 W ESTHER ST
LONG BEACH, CA 908131423



***SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY***

CERTIFICATION EXPIRATION DATE: **February 26, 2019**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***OCEAN BLUE ENVIRONMENTAL SERVICES INC
Women/Minority Business Enterprise (WMBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

VQN: 13050068

DETERMINATION DATE: February 26, 2016



The Supplier Clearinghouse

10100 Pioneer Blvd, Suite 103
Santa Fe Springs, CA 90670
Phone (800) 359-7998
Fax (888) 549-3803
info@thesupplierclearinghouse.com
www.thesupplierclearinghouse.com

February 26, 2016

RE: Notice of Verification & Certification

Maria Lee
OCEAN BLUE ENVIRONMENTAL SERVICES INC
925 W ESTHER ST
LONG BEACH, CA 90813

Supplier Clearinghouse Verification Order Number: 13050068

Congratulations, the Supplier Clearinghouse is pleased to inform you that in accordance with General Order 156, your business enterprise has successfully completed the verification process, and your company has received the following certification: **Women/Minority Business Enterprise (WMBE)**.

Your company will now be recognized by the Joint Utilities as a Women/Minority Business Enterprise (WMBE) when competing for procurements by public utilities participating in the Utility Supplier Diversity Program.

Your certification is valid for three years and you are required to re-verify your company's certified status at least 30 days prior to February 26, 2019. Please notify our office of any change in your address or contact information so that we can maintain your most current contact information. You must notify our office of any change in ownership and/or control of your company within 30 days of the change. Failure to provide that notification is in violation of section 8285 of the Public Utilities Code and could render your certification status invalid.

The Supplier Clearinghouse may request additional information or conduct an on-site visit at any time during the term of your verified certification status. The Supplier Clearinghouse may reconsider your certification status and possibly rule invalid your verified status if it is determined that the status was knowingly obtained by false, misleading and/or incorrect information. Also note that if in a formal opinion, the California Public Utilities Commission determines that the WMBE verification criteria under which you were deemed eligible is no longer valid, then your status may change or you may be required to comply with the change to maintain eligibility.

Thank you for participating in the Utility Supplier Diversity program. We wish you much success in your business endeavors. Feel free to contact our office if you have questions, or visit our website at www.thesupplierclearinghouse.com.

The Supplier Clearinghouse



925 West Esther Street
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

JANUARY 1, 2018 PUBLISHED RATES

1. HAZARDOUS WASTE-TRAINED PERSONNEL

HOURLY RATE

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER- TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	132.00	174.00	174.00
SUPERVISOR	102.00	122.00	139.00
CHEMIST / INDUSTRIAL HYGIENIST	203.00	232.00	232.00
LEAD TECHNICIAN	71.00	103.00	134.00
EQUIPMENT OPERATOR	68.00	102.00	130.00
TECHNICIAN	64.00	90.00	118.00
ILWU (INT. LONGSHORE & WHSE UNION) TECH	89.00	133.00	179.00

ALL PERSONNEL HAVE AT A MINIMUM, 40-HR HAZ-WOPER TRAINING AS SPECIFIED BY 29 CFR 1910.120

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

HOURLY RATE 20% DISCOUNT

UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	56.00	44.80
GEAR TRUCK W/ LIFTGATE	56.00	44.80
EMERGENCY RESPONSE UNIT - LARGE	260.00	208.00
EMERGENCY RESPONSE UNIT - SMALL	180.00	144.00
CREW VAN	49.00	39.20
BOB CAT W/SOLID TIRES	61.00	48.80
VACUUM TRAILER - 20 BBL	61.00	48.80
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	149.00	119.20
VACUUM TRUCK - 120 BBL*	171.00	136.80
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	193.00	154.40
AIR EXCAVATOR*	149.00	119.20
HYDRO EXCAVATOR*	276.00	220.80
OMNI VAC - 85 BBL*	276.00	220.80
JETTER / VACTOR COMBO UNIT*	276.00	220.80
ROLL-OFF TRUCK*	149.00	119.20
ROLL-OFF TRUCK AND TRAILER*	171.00	136.80
DUMP TRUCK - 10 WHEEL*	105.00	84.00
TRASH COMPACTOR*	208.00	166.40
25' BOX VAN*	105.00	84.00
45' BOX VAN*	122.00	97.60
45' FLAT BED*	122.00	97.60
25' EQUIPMENT TRAILER	39.00	31.20

"**" DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.



925 West Esther Street
Long Beach, CA 90813

Ph: (562) 624-4120
Fx: (562) 624-4127

JANUARY 1, 2018 PUBLISHED RATES

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

20% DISCOUNT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	152.00	DAILY	121.60
6-PACK BREATHING AIR BOTTLES	305.00	DAILY	244.00
5-MINUTE EGRESS AIR BOTTLE	43.00	DAILY	34.40
TRIPOD W/DOUBLE WINCHES	273.00	DAILY	218.40
FULL BODY HARNESS W/ SHOCK ABSORBER	39.00	DAILY	31.20
COPPUS BLOWER	221.00	DAILY	176.80
4-GAS AIR MONITOR	334.00	DAILY	267.20
PID METER	463.00	DAILY	370.40
MERCURY VAPOR ANALYZER	579.00	DAILY	463.20
OVA MONITOR	405.00	DAILY	324.00
PERSONAL 4 GAS METER	276.00	DAILY	220.80
ELECTRIC BLOWER	71.00	DAILY	56.80

4. TRAFFIC CONTROL

20% DISCOUNT

ARROW BOARD	248.00	DAILY	198.40
PORTABLE DECON STATION W/ARROWBOARD	331.00	DAILY	264.80
BARRICADES W/ REFLECTORS, EACH	36.00	DAILY	28.80
DELINEATOR/REFLECTIVE, EACH	2.00	DAILY	1.60
NO TURN RIGHT OR LEFT SIGNS, EACH	18.00	DAILY	14.40
TRAFFIC CONE/REFLECTIVE, EACH	3.00	DAILY	2.40
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	41.00	DAILY	32.80

5. CLEANING EQUIPMENT

20% DISCOUNT

AIR COMPRESSOR	47.00	HOURLY	37.60
CHEMICAL DIAPHRAGM PUMP	348.00	DAILY	278.40
DECONTAMINATION STATION	237.00	DAILY	189.60
DIAPHRAGM PUMP	249.00	DAILY	199.20
SUCTION/DISCHARGE HOSE (PER FOOT)	0.50	DAILY	0.40
HYDROBLASTER	87.00	HOURLY	69.60
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	122.00	DAILY	97.60
STEAM MACHINE 1,000 PSI 22 GPM	78.00	HOURLY	62.40
STEAM MACHINE 3,500 PSI 6 GPM	68.00	HOURLY	54.40
PORTABLE TRASH PUMP	232.00	DAILY	185.60
AIR SCRUBBERS PORTABLE	193.00	DAILY	154.40
HEPA FILTERS FOR SCRUBBERS	144.00	EACH	115.20
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	221.00	DAILY	176.80
3 STALL DECONTAMINATION SHOWER	331.00	DAILY	264.80

6. PORTABLE STORAGE UNITS

20% DISCOUNT

20-YARD BIN, OPEN TOP	28.00	DAILY	22.40
20-YARD BIN, CLOSED TOP	34.00	DAILY	27.20
40-YARD BIN, OPEN TOP	28.00	DAILY	22.40
40-YARD BIN, CLOSED TOP	36.00	DAILY	28.80
4" TANK MANIFOLD	22.00	DAILY	17.60
BIN LINERS	59.00	EACH	47.20



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7. OIL SPILL EQUIPMENT

20% DISCOUNT

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GWW	232.00	DAILY	185.60
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	174.00	DAILY	139.20
BOOM 8"x12" (DEPLOYED)	2.00	PER FT/DAY	1.60
BOOM 4"x12" (DEPLOYED)	1.00	PER FT/DAY	0.80
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	149.00	HOURLY	119.20
22' x 8' SELF POWERED BARGE	100.00	HOURLY	80.00
19' TOOL SPILL BOAT W/90HP	100.00	HOURLY	80.00
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	83.00	HOURLY	66.40
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	66.00	HOURLY	52.80
12' PUNTS	39.00	HOURLY	31.20
12' PUNTS W/ 5HP MOTOR	49.00	HOURLY	39.20
GLOW STICKS FOR BOOM	6.00	EACH	4.80
SPLASH ZONE 2-PART SEALER	182.00	PER GALLON	145.60
25 LBS ANCHORS W/ 15' CHAIN	17.00	DAILY	13.60
15 LBS ANCHORS W/ 10' CHAIN	12.00	DAILY	9.60
24" BOEYS	17.00	DAILY	13.60
EMERGENCY RESPONSE TRAILER	522.00	DAILY	417.60
ROPE MOP SKIMMER	174.00	HOURLY	139.20
DRUM SKIMMER TDS-136 W/ POWER PACK	232.00	HOURLY	185.60
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	71.00	HOURLY	56.80
SKIMMER TRAILER	232.00	DAILY	185.60
ABSORBENT BOOM TRAILER	174.00	DAILY	139.20
ATV (ALL TERRAIN VEHICLE) W/TRAILER	303.00	DAILY	242.40
FORKLIFT TRAILER	110.00	DAILY	88.00

8. MATERIALS

20% DISCOUNT

10 GALLON DOT DRUM, STEEL	56.00	EACH	44.80
15 GALLON DOT DRUM, POLY	56.00	EACH	44.80
16 GALLON DOT DRUM, STEEL	56.00	EACH	44.80
20 GALLON DOT DRUM, STEEL	59.00	EACH	47.20
30 GALLON DOT DRUM, POLY	59.00	EACH	47.20
30 GALLON DOT DRUM, STEEL	59.00	EACH	47.20
5 GALLON DOT DRUM	21.00	EACH	16.80
55 GALLON DOT DRUM, POLY	69.00	EACH	55.20
55 GALLON DOT DRUM, STEEL	68.00	EACH	54.40
55 GALLON DOT DRUM, BIO	44.00	EACH	35.20
85 GALLON DRUM, OVERPAK, STEEL	248.00	EACH	198.40
95 GALLON DRUM, OVERPAK, POLY	248.00	EACH	198.40
ACID SPILFYTER NEUTRALIZER PER QT	22.00	EACH	17.60
BASE SPILFYTER NEUTRALIZER PER QT	22.00	EACH	17.60
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	41.00	PER GALLON	32.80
BLEACH	5.00	PER GALLON	4.00
CAUTION / BARRICADE TAPE	28.00	PER ROLL	22.40
CHEMICAL POLY TOTES	358.00	EACH	286.40
CHLOR-D-TECT Q4000	21.00	EACH	16.80
CITRI-CLEAN, 55 GALLON	926.00	PER DRUM	740.80
DIESEL FUEL (EQUIPMENT)	5.00	PER GALLON	4.00
DRUM LABEL	1.00	EACH	0.80
DRUM LINER	3.00	EACH	2.40
DUCT TAPE	7.00	PER ROLL	5.60
EAR PLUGS 200/BOX	116.00	PER BOX	92.80

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◆ SAN DIEGO ◆



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FACE SHIELD	15.00	EACH	12.00
HAND AUGER	97.00	DAILY	77.60
HAND CLEANER	8.00	CAN	6.40
HEPA VACUUM FILTER PROTECTORS	23.00	EACH	18.40
HEPA VACUUM REPLACEMENT BAGS	23.00	EACH	18.40
OIL SORBENT POM POMS	64.00	PER BALE	51.20
PH PAPER	21.00	PER BOX	16.80
PLASTIC BAGS	83.00	PER BOX	66.40
PLASTIC SHEETING	83.00	PER ROLL	66.40
RAGS, 50 LB BOX	75.00	PER BOX	60.00
ROPE 1/2 POLY, 100' ROLL	36.00	PER ROLL	28.80
ROPE 5/8 POLY, 100' SPOOL	41.00	PER ROLL	32.80
SAMPLE JARS - 1QT	15.00	EACH	12.00
SAND BAGS	4.00	EACH	3.20
SHRINK WRAP	34.00	ROLL	27.20
SIMPLE GREEN	15.00	PER GALLON	12.00
SODA ASH	7.00	PER GALLON	5.60
SORBENT BOOM W/ JELLING MATERIAL	463.00	PER BALE	370.40
SORBENT BOOM, 8"x10"	61.00	EACH	48.80
SORBENT PADS 18"x18"x1/4" (200/BALE)	100.00	PER BALE	80.00
SUPERFINE, 25 LB BAG	21.00	PER BAG	16.80
TRIWALL BOXES	174.00	EACH	139.20
VACTOR FLEX HOSE 4"	2.00	PER FOOT	1.60
VACTOR FLEX HOSE 6"	3.00	PER FOOT	2.40
VERMICULITE	34.00	PER BAG	27.20

9. TOOLS AND OTHER EQUIPMENT

20% DISCOUNT

BIO-HAZARD "BLOOD" SPILL KIT	116.00	EACH	92.80
BOAT HOOKS 3'-9' TELESCOPING	8.00	DAILY	6.40
BOBCAT SWEEPER ATTACHMENT	166.00	DAILY	132.80
BROOMS HAZ-MAT	13.00	DAILY	10.40
CHAIN W/ BINDERS	15.00	DAILY	12.00
CHEST WADERS	69.00	DAILY	55.20
14 PORTABLE GAS POWERED ABRASIVE SAW	166.00	DAILY	132.80
COM-A-LONG - 4000 LBS	7.00	DAILY	5.60
CONCRETE SAW	174.00	DAILY	139.20
CONCRETE SAW BLADE	59.00	EACH	47.20
CUTTING TORCH	168.00	DAILY	134.40
DEMO TOOLS	87.00	DAILY	69.60
DRUM SAMPLING ROD (GLASS)	8.00	EACH	6.40
DRUM VACUUM - 55 GALLON	133.00	DAILY	106.40
EXPLOSION-PROOF FLASH LIGHT	29.00	DAILY	23.20
EXTENSION LADDER	15.00	DAILY	12.00
EYEWASH STATION	36.00	DAILY	28.80
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTC	248.00	DAILY	198.40
FORK LIFT	214.00	DAILY	171.20
GENERATOR, 10KV TRAILER MOUNTED	39.00	HOURLY	31.20
GENERATOR, 5500 WATTS	138.00	DAILY	110.40
HAND TOOLS	59.00	DAILY	47.20
HAND WASHING STATION	56.00	DAILY	44.80
HAZ-CAT KIT	23.00	PER TEST	18.40



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HEAVY DUTY JETTER NOZZLES	262.50	DAILY	210.00
HEPA VACUUM (DRY)	174.00	DAILY	139.20
HIP WADERS	59.00	DAILY	47.20
HUDSON SPRAYER	23.00	DAILY	18.40
JACK HAMMER 90 LBS	138.00	DAILY	110.40
LIFE JACKETS	18.00	DAILY	14.40
LIGHT STAND (2 BULBS)	41.00	DAILY	32.80
LIGHT TOWER (4 BULBS)	331.00	DAILY	264.80
MEALS ON SPILLS	8.00	EACH	6.40
MERCURY VACUUM	579.00	DAILY	463.20
NON-SPARKING COLD CUTTER / RIVET BUSTER	110.00	DAILY	88.00
NON-SPARKING COLD CUTTER TIPS	34.00	EACH	27.20
PER DIEM ALLOWANCE ON TRAVEL	182.00	DAILY	145.60
PICKS "MINERS"	3.00	DAILY	2.40
PLUG & DIKE, 1 LB CAN	28.00	EACH	22.40
POLY SIPHON (POGO) PUMP	22.00	EACH	17.60
PORTABLE RESTROOM W/SINK	174.00	DAILY	139.20
PROFILING FEE (PER WASTE STREAM)	87.00	EACH	69.60
RADIO 2-WAY, INTRINSICALLY SAFE	46.00	DAILY	36.80
RAKES	5.00	DAILY	4.00
SAMPLE COOLER	18.00	DAILY	14.40
SAWZALL	92.00	DAILY	73.60
SCAFFOLDING - PORTABLE (2 1/2' x 8' x 5')	46.00	DAILY	36.80
SCAFFOLDING - TOWERS (5' x 5' x 10')	90.00	DAILY	72.00
SHOVELS/HAZ-MAT	13.00	DAILY	10.40
SKIL SAW	41.00	DAILY	32.80
STEEL SPIKES, 36"	6.00	DAILY	4.80
TRUCK RAMPS (30,000 LBS)	331.00	DAILY	264.80
VAPOR TIGHT DROP LIGHTS	174.00	DAILY	139.20
VENTILATION FAN	133.00	DAILY	106.40
WATER METER	290.00	DAILY	232.00
WATER TANK TRAILER W/ PUMP	392.00	DAILY	313.60
DRUM DOLLY	27.00	DAILY	21.60

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

20% DISCOUNT

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	551.00	PER SET	440.80
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS TIGHT W/SCBA	174.00	PER SET	139.20
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	75.00	PER SET	60.00
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	36.00	PER SET	28.80

Bid Results

Bidder Details

Vendor Name Ocean Blue Environmental Services
Address 925 W. Esther St.
 Long Beach, CA 90813
 United States
Respondee JUSTIN LEE
Respondee Title TREASURER
Phone 562-624-4120 Ext.
Email JLEE@OCEAN-BLUE.COM
Vendor Type LBSBE,OSB,DBE,MBE,WBE,Local

Bid Detail

Bid Format Electronic
Submitted August 3, 2018 3:08:18 PM (Pacific)
Delivery Method PLANETBIDS
Bid Responsive
Bid Status Submitted
Confirmation # 149675
Ranking 0

Respondee Comment

N/A

Buyer Comment

Attachments

File Title	File Name	File Type
180000 - COLB - Proposal (Hard)	180000 - COLB - Proposal (Hard).pdf	Completed Bid Document, Attachments, and any Addenda

Line Items

Discount Terms no discount

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
SECTION I: EMERGENCY AND NON-EMERGENCY RESPONSE							
1	Hazmat Laborer - Straight Time						
	Labor	Per Hour	1	\$16.8000	\$16.8000	\$16.8000	4 HR BEFORE 0800 & AFTER 1700
	Classification: Item 1AA						
2	Hazmat Laborer - Over Time						
	Labor	Per Hour	1	\$19.0400	\$19.0400	\$19.0400	BEFORE 0800 & AFTER 1700, AND SATURDAYS
	Classification: Item 1AB						

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
3	Hazmat Laborer - Double Time						
	Labor Classification: Item 1AC	Per Hour	1	\$19.0400	\$19.0400	\$19.0400	SUNDAYS, NEW YEAR'S DAY, LABOR DAY, MARTIN LUTHER KING BIRTHDAY, PRESIDENT'S DAY, VETERAN'S DAY, MEMORIAL DAY, FOURTH OF JULY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, COLUMBUS DAY, CHRISTMAS DAY
4	Hazmat Technician - Straight Time						
	Labor Classification: Item 1BA	Per Hour	1	\$45.9200	\$45.9200	\$45.9200	4 HR BEFORE 0800 & AFTER 1700
5	Hazmat Technician - Over Time						
	Labor Classification: Item 1BB	Per Hour	1	\$62.6400	\$62.6400	\$62.6400	BEFORE 0800 & AFTER 1700, AND SATURDAYS
6	Hazmat Technician - Double Time						
	Labor Classification: Item 1BC	Per Hour	1	\$62.6400	\$62.6400	\$62.6400	SUNDAYS, NEW YEAR'S DAY, LABOR DAY, MARTIN LUTHER KING BIRTHDAY, PRESIDENT'S DAY, VETERAN'S DAY, MEMORIAL DAY, FOURTH OF JULY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, COLUMBUS DAY, CHRISTMAS DAY
7	Hazmat Leadman - Straight Time						
	Labor Classification: Item 1CA	Per Hour	1	\$45.9200	\$45.9200	\$45.9200	4 HR BEFORE 0800 & AFTER 1700
8	Hazmat Leadman - Over Time						
	Labor Classification: Item 1CB	Per Hour	1	\$62.6400	\$62.6400	\$62.6400	BEFORE 0800 & AFTER 1700, AND SATURDAYS

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
9	Hazmat Leadman - Double Time						
	Labor Classification: Item 1CC	Per Hour	1	\$62.6400	\$62.6400	\$62.6400	SUNDAYS, NEW YEAR'S DAY, LABOR DAY, MARTIN LUTHER KING BIRTHDAY, PRESIDENT'S DAY, VETERAN'S DAY, MEMORIAL DAY, FOURTH OF JULY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, COLUMBUS DAY, CHRISTMAS DAY
10	Hazmat Supervisor - Straight Time						
	Labor Classification: Item 1DA	Per Hour	1	\$66.0800	\$66.0800	\$66.0800	4 HR BEFORE 0800 & AFTER 1700
11	Hazmat Supervisor - Over Time						
	Labor Classification: Item 1DB	Per Hour	1	\$76.0800	\$76.0800	\$76.0800	BEFORE 0800 & AFTER 1700, AND SATURDAYS
12	Hazmat Supervisor - Double Time						
	Labor Classification: Item 1DC	Per Hour	1	\$76.0800	\$76.0800	\$76.0800	SUNDAYS, NEW YEAR'S DAY, LABOR DAY, MARTIN LUTHER KING BIRTHDAY, PRESIDENT'S DAY, VETERAN'S DAY, MEMORIAL DAY, FOURTH OF JULY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, COLUMBUS DAY, CHRISTMAS DAY
13	Health & Industrial Hygienist - Straight Time						
	Labor Classification: Item 1EA	Per Hour	1	\$45.9200	\$45.9200	\$45.9200	4 HR BEFORE 0800 & AFTER 1700
14	Health & Industrial Hygienist - Over Time						
	Labor Classification: Item 1EB	Per Hour	1	\$52.6400	\$52.6400	\$52.6400	BEFORE 0800 & AFTER 1700, AND SATURDAYS

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
15	Health & Industrial Hygienist - Double Time						
	Labor Classification: Item 1EC	Per Hour	1	\$61.6000	\$61.6000	\$61.6000	SUNDAYS, NEW YEAR'S DAY, LABOR DAY, MARTIN LUTHER KING BIRTHDAY, PRESIDENT'S DAY, VETERAN'S DAY, MEMORIAL DAY, FOURTH OF JULY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, COLUMBUS DAY, CHRISTMAS DAY
16	Trauma Scene Practitioner - Straight Time						
	Labor Classification: Item 1FA	Per Hour	1	\$45.9200	\$45.9200	\$45.9200	4 HR BEFORE 0800 & AFTER 1700
17	Trauma Scene Practitioner - Over Time						
	Labor Classification: Item 1FB	Per Hour	1	\$62.6400	\$62.6400	\$62.6400	BEFORE 0800 & AFTER 1700, AND SATURDAYS
18	Trauma Scene Practitioner - Double Time						
	Labor Classification: Item 1FC	Per Hour	1	\$62.6400	\$62.6400	\$62.6400	SUNDAYS, NEW YEAR'S DAY, LABOR DAY, MARTIN LUTHER KING BIRTHDAY, PRESIDENT'S DAY, VETERAN'S DAY, MEMORIAL DAY, FOURTH OF JULY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, COLUMBUS DAY, CHRISTMAS DAY
19	Chemist - Straight Time (Desireable, Not Required)						
	Labor Classification: Item 1GA	Per Hour	1	\$45.9200	\$45.9200	\$45.9200	4 HR BEFORE 0800 & AFTER 1700
20	Chemist - Over Time (Desireable, Not Required)						
	Labor Classification: Item 1GB	Per Hour	1	\$52.6400	\$52.6400	\$52.6400	BEFORE 0800 & AFTER 1700, AND SATURDAYS

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
21	Chemist - Double Time (Desireable, Not Required)						
	Labor Classification: Item 1GC	Per Hour	1	\$61.6000	\$61.6000	\$61.6000	SUNDAYS, NEW YEAR'S DAY, LABOR DAY, MARTIN LUTHER KING BIRTHDAY, PRESIDENT'S DAY, VETERAN'S DAY, MEMORIAL DAY, FOURTH OF JULY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, COLUMBUS DAY, CHRISTMAS DAY
22	Disposal Rate for 100 - 120 BBL (Steel)						
	Vacuum Truck with Operators: Item 2A	Per Hour	1	\$85.0000	\$85.0000	\$85.0000	
23	Disposal Rate for 60 - 70 BBL (Steel)						
	Vacuum Truck with Operators: Item 2B	Per Hour	1	\$85.0000	\$85.0000	\$85.0000	
24	Disposal Rate for 100 - 140 BBL (Stainless steel)						
	Vacuum Truck with Operators: Item 2C	Per Hour	1	\$85.0000	\$85.0000	\$85.0000	
25	Vacuum truck holding charge beyond 24 hours						
	Vacuum Truck with Operators: Item 2D	Per 24-Hour period	1	0	0	0	
26	Percentage discount allowed to the City for: Emergency Response Labor rates classification not specified herein						
	Discount: Item 3A	Percentage	1	\$0.3000	\$0.3000	\$0.3000	30%
27	Percentage discount allowed to the City for: Non-Emergency Labor rate classifications						
	Discount: Item 3B	Percentage	1	\$0.3000	\$0.3000	\$0.3000	30%
28	Percentage discount allowed to the City for: Equipment, Materials and Supplies						
	Discount: Item 3C	Percentage	1	\$0.2000	\$0.2000	\$0.2000	20%
29	Percentage discount allowed to the City for: Vehicle Rate Sheet						
	Discount: Item 3D	Percentage	1	\$0.2000	\$0.2000	\$0.2000	20%

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
30	Mark-up percentage on net landed cost for: Subcontractor and Rental Charges. For all items not listed under items 1-3.						
	Net Landed Cost: Item 4A	Percentage	1	\$0.1000	\$0.1000	\$0.1000	10%
31	Mark-up percentage on net landed cost for: Disposal Charges. For all items not listed under items 1-3.						
	Net Landed Cost: Item 4B	Percentage	1	\$0.1000	\$0.1000	\$0.1000	10%
32	Mark-up percentage on net landed cost for: Laboratory Charges. For all items not listed under items 1-3.						
	Net Landed Cost: Item 4C	Percentage	1	\$0.1000	\$0.1000	\$0.1000	10%
33	Storage charge for 55 gallon drums of hazardous waste after free period at Contractor's facility.						
	Storage Charges and Pick-up: Item 5A	Per Drum/Day	1	0	0	0	
34	Vehicle Storage Rates (Vehicles delivered by the City to the Contractor's storage facility)						
	Storage Charges and Pick-up: Item 5B	EA	1	0	0	0	
Subtotal					\$1,363.3400	\$1,363.3400	
SECTION II: NON-EMERGENCY							
35	Oil/floor sweep absorbent						
	Item 6	Per Drum	1	\$22.0000	\$22.0000	\$22.0000	
36	Asbestos material (brake dust)						
	Item 7	Per Drum	1	\$45.0000	\$45.0000	\$45.0000	
37	Asbestos material (building)						
	Item 8	Per Drum	1	\$45.0000	\$45.0000	\$45.0000	
38	Asbestos material (with fecal impregnation)						
	Item 9	Per Drum	1	\$22.5000	\$22.5000	\$22.5000	
39	Furnish 55 gal drums (empty) open tip with or without lids						
	Item 10	Per Drum	1	\$42.0000	\$42.0000	\$42.0000	
40	Paint thinners						
	Item 11	Per Drum	1	\$104.5000	\$104.5000	\$104.5000	
41	Asphalt emulsion - semi-solid						
	Item 12	Per Drum	1	\$65.0000	\$65.0000	\$65.0000	
42	Petroleum residues in absorbent or sand, mixed, partially solid (55-gallon)						
	Item 13	Per Drum	1	\$50.0000	\$50.0000	\$50.0000	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
43	Petroleum residues in absorbent or sand, mixed, partially solid (30-gallon)						
	Item 14	Per Drum	1	\$30.0000	\$30.0000	\$30.0000	
44	Lead waste (building)						
	Item 15	Per Drum	1	\$105.0000	\$105.0000	\$105.0000	
45	Solidified water-base paint						
	Item 16	Per Drum	1	\$40.0000	\$40.0000	\$40.0000	
46	Waste oil/recycled (non-chlorinated)						
	Item 17	Per Gallon	1	0	0	0	
47	Oily waste water						
	Item 18	Per Gallon	1	\$0.2500	\$0.2500	\$0.2500	
48	Solid surcharge						
	Item 19	Per Gallon	1	\$1.5000	\$1.5000	\$1.5000	
49	Dead fish						
	Item 20	Per Drum	1	\$20.0000	\$20.0000	\$20.0000	
50	Feces						
	Item 21	Per 5 Gallons	1	\$20.0000	\$20.0000	\$20.0000	
51	Anti-freeze						
	Item 22	Per Gallon	1	\$0.4500	\$0.4500	\$0.4500	
52	Vacuum truck (for oily waste water pick-up only)						
	Item 23	Per Gallon	1	\$0.0700	\$0.0700	\$0.0700	
53	CHOR-D-TECT						
	Item 24	EA	1	\$10.0000	\$10.0000	\$10.0000	
54	Copper wire						
	Item 25	EA	1	\$1.0000	\$1.0000	\$1.0000	
55	Vacuum truck (sewage sediment)						
	Item 26	Per Hour	1	\$85.0000	\$85.0000	\$85.0000	
56	Vacuum truck (storm drain sump sediment)						
	Item 27	Per Hour	1	\$85.0000	\$85.0000	\$85.0000	
57	Solid surcharge (if applicable)						
	Item 28	Per Gallon	1	0	0	0	
58	Minimum pick-up charge (for quantities less than minimum pick-up)						
	Item 29	LOT	1	\$295.0000	\$295.0000	\$295.0000	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
59	Class I facility: provide cost mark-up (contractor cost plus) for disposal fee						
	Item 30	Percentage	1	0	0	0	0%
60	Incineration facility: provide cost mark-up (contractor cost plus) for disposal fee						
	Item 31	Percentage	1	0	0	0	0%
61	PCB facility: provide cost mark-up (contractor cost plus) for disposal fee						
	Item 32	Percentage	1	0	0	0	0%
62	Discount from Contractor's published price list for: Labor						
	Item 33	Percentage	1	\$0.3000	\$0.3000	\$0.3000	30%
63	Discount from Contractor's published price list for: Materials/Supplies						
	Item 34	Percentage	1	\$0.2000	\$0.2000	\$0.2000	20%
64	Discount from Contractor's published price list for: Miscellaneous equipment, Lab reports, etc.						
	Item 35	Percentage	1	\$0.2000	\$0.2000	\$0.2000	20%
				Subtotal	\$1,089.9700	\$1,089.9700	
				Total	\$2,453.3100	\$2,453.3100	