

BID NUMBER PA-03012

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



**INVITATION TO BID
DIVERSION OF GREEN WASTE &
TREE TRIMMING (REBID)**

CONTRACT NO. 32755

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 31st DAY OF July, 20 12
CITY STATE MONTH

COMPANY NAME: EDCO WASTE SERVICES LLC TIN: 73-1667452
(FEDERAL TAX IDENTIFICATION NUMBER)

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

PHONE: 1-562-423-8161 FAX: 1-562-423-1971

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

STEVE SOUTH
(PRINT NAME)

SSOUTH@EDCODISPOSAL.COM
(EMAIL ADDRESS)

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

EFRAIN RAMIREZ
(PRINT NAME)

ERAMIREZ@EDCODISPOSAL.COM
(EMAIL ADDRESS)

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

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

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

9/24/12
Date

APPROVED AS TO FORM 9-20, 2012
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER PA-03012

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

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

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

OPTIONAL

Ethnic (Check one):

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

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

- Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

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

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

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

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

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

Company Name: _____

Address: _____

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

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

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

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

BID DUE DATE: Wednesday August 1, 2012
TIME: 11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

ANNE TAKII 562-570-6362
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

ARTHUR COX 562-570-2784
DEPARTMENT CONTACT TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

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 seven (7) calendar days after the date of the Bid opening.

INSTRUCTIONS TO BIDDERS

18. INTER-AGENCY PARTICIPATION:

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

YES NO _____

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

19. AMERICANS WITH DISABILITIES ACT:

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.

21. PERMITS, LICENSES, AND CERTIFICATES

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

The Contractor shall provide the City with proof of compliance with all applicable permitting (including building and public right of way permits) and licensing laws, including but not limited to, copies of all permits and licenses. The Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and services and shall immediately notify the City of any change in the status, or the terms or conditions, of any permit or license thereof.

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

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

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

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

CONTRACT – GENERAL CONDITIONS

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

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

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

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

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

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

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

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

CONTRACT – GENERAL CONDITIONS

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

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

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

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

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

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

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

SUPPLEMENTAL CONDITIONS

CONTRACT PERIOD

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

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice, if price increases are not acceptable.

No price increases will be allowed during the first twelve-month long contract period.

Price increase shall not exceed CPI % during first renewal.

Price increase shall not exceed CPI % during second renewal.

BASIS OF AWARD

The City reserves the right to award portions of this bid to one or more Contractors.

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

In case of error in extension of unit prices, the unit price shall govern.

ADDENDUM

Bidders are responsible for and shall check the purchasing web page at www.longbeach.gov/purchasing or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addenda incorporated into this bid. Bidder must download bid specifications and addenda from the City's website. Failure to include the addenda with the bid will cause the bid to be rejected.

MANDATORY PRE-BID MEETING AND SITE VISIT

A mandatory site visit shall be conducted to allow prospective bidders to examine the physical conditions of the job site and to ask any questions to the Department contact. Due to the nature of the scope of work, **no bid will be accepted from a bidder who fails to attend the Site Visit as scheduled. Bidders shall be required to sign-in at the Pre-bid meeting and roll will be taken at the site.** It shall be the bidder's responsibility to attend the Site Visit as scheduled below.

SUPPLEMENTAL CONDITIONS

Time: 2:00 PM
Date: Wednesday, July 25, 2012
Contact: Arthur Cox, 562-570-2784 or Office, 562-570-2726
Location: Public Service Yard
1651 San Francisco Ave
Long Beach, CA 90813

Street parking is available. The gate will be open and there will be signs posted to help designate the meeting location at the facility. Please arrive early to allow for time to find the designated location.

After the Pre-bid meeting, there will be a mandatory Site Visit to see the Public Service Freeway yard. Transportation will be provided to and from the site.

DELIVERY SCHEDULE

Contractor shall pick up green waste debris in City-provided containers from designated location(s) throughout the City. The Contractor shall provide some containers to the City and make containers available by 5:00 am everyday, Monday through Friday, at designated location(s) throughout the City. Upon failure to pick up container(s) within 24 hours, the City may charge the Contractor twenty-five dollars (\$25.00) per day per container. Contractor must respond within 24 hours after receipt of call or order from the City. Contractor may be required to provide additional container(s) on an occasional basis.

The Designated location(s) include, but are not limited to Park parking lots, of which the City has identified four (4) parks – El Dorado (2800 Studebaker), Recreation (4900 E. 7th), Scherer (4600 Long Beach Blvd.), and Veterans (101 E. 28th) in particular.

The other designated location is the Public Service Freeway Site, which is located on the East side of the 710 freeway, between Anaheim and Pacific Coast Highway (entry is located on the off ramp from the north bound 710 freeway to south bound Pacific Coast Highway – 1600/1700 Block).

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Council and executed by the Contractor and the City.

SUBCONTRACTING

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

SUPPLEMENTAL CONDITIONS

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

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

INDEPENDENT CONTRACTOR

The Contract between City and Contractor is not intended and shall not be construed to create the relationship of principal agent, servant, employee, partnership, joint venture, or other 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 worker's compensation, employees solely of Contractor and not of the City. The Contractor shall bear the sole liability for furnishing worker's compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.

CONFLICT OF INTEREST

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

COMPLIANCE WITH LAWS

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders and decrees or bodies or tribunals having any jurisdiction or authority regarding this Contract and employees performing work on this Contract.

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.

SUPPLEMENTAL CONDITIONS

BLANKET PURCHASE ORDER (BPO) / AUTHORIZED PERSONNEL

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

PAYMENT FOR SERVICES

Contractor shall submit a monthly invoice with the following information included: Invoice Number and Date; Blanket Purchase Order Number and Purchase Order Number (BPO Release); Green Waste Debris Deposits; Gross Tare and New Weight Information; and Total Charge.

The Contractor shall submit one (1) original invoice to the City of Long Beach Accounts Payable, 333 West Ocean Blvd, 6th Floor, Long Beach, CA 90802, and one (1) additional copy to each City Representative(s) of a facility or sections of facilities.

The City will pay said invoice in due course of payments, usually no more than thirty (30) days after receipt of the invoice, providing that all work performed during the preceding month has been in accordance with these specifications.

SPECIFICATIONS

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

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

SCOPE OF WORK

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

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

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

Contractor shall not combine the City's green waste debris with the green waste debris of any other person or entity.

Contractor shall exclude from green waste debris any hazardous material, oily waste, and sewage and shall submit a plan which shall be subject to the City's approval, for managing such wastes and materials, including but not limited to segregating such wastes and materials and notifying the appropriate City's approval, for managing such wastes and materials, including but not limited to segregating such wastes and materials and notifying the appropriate City department for clean-up. Such plan shall also describe the transportation path of the green waste debris.

GREEN WASTE DEBRIS

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

SPECIFICATIONS

RECYCLING OR DISPOSAL OF GREEN WASTE

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

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

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

WEIGHT (DIVERSION) RECORDS AND OTHER LOGS

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

NON-INTERFERENCE

The Contractor shall not interfere with the public use of the sites and shall conduct its operations so 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.

DAMAGE TO EXISTING STRUCTURES, IMPROVEMENTS, AND CONTAINERS

The Contractor shall familiarize itself with all existing surface installations at designated pick up locations and shall provide adequate safeguards to prevent damage to existing structures and improvements. Contractor shall pay for any damage to City-owned containers while in the possession of the Contractor. Any damage caused by the Contractor shall be repaired at the Contractor's own cost and expense.

SPECIFICATIONS

FACILITY LOCATIONS FOR RECEIVING GREEN WASTE DEBRIS

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

If selected, the Contractor shall provide the City with current information regarding the status of that facility's licenses and permits. City reserves the right to designate an alternate disposal facility, if City finds the facility to Contractor proposes to use to be unacceptable.

PROCESSING FACILITY

Name: EDCO Recycling & Transfer

Address: 2255 California Ave, Signal Hill, CA 90755

Contact Person: Carlos Sanchez Phone Number: (562)597-0608

Facility Permit No. 19-AA-1112

COMPOSTING FACILITY

Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

Facility Permit No. _____

ALTERNATE DAILY COVER FACILITY

Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

CHIPPING FACILITY

Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

BID REQUIREMENTS

REFERENCES

Bidder shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number, and contact person, for whom bidder has provided similar services. The City intends to contact these customers to determine reliability, Contractor's performance and service and other information. Failure to include customer's references may void bid if the City has no prior experience with bidder.

AIR RESOURCES REQUIREMENT

Contractor shall comply with the provisions of AQMD Ruling 1113 of 1977, AQMD Ruling 1193 of 2000, and any subsequent amendments, and the standards and regulations issued thereunder, and Contractor certifies that all bid items 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, damages, causes of action, loss, liability, costs, and expenses (including attorney's fees and court costs) arising from Contractor's failure to comply with the rulings and standards issued thereunder.

PERMITS, LICENSES, AND CERTIFICATES

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

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

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

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

BID REQUIREMENTS

LICENSE

The undersigned hereby declares that it has been in business for 8 years; that it has a current City of Long Beach Business License; and will obtain all required permits.

California Contractor's License No. (if applicable): NONE

Expires: _____

Classification: _____

Long Beach Business License No.: BU04068190 (Required upon notification of award)

BOND REQUIREMENTS

BOND PROVISIONS

FAITHFUL PERFORMANCE BOND

Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd. Plaza Level, Long Beach, California 90802. The amount of the bond shall be **(Contractor shall complete)** \$ 80,000.00 **(which is 50% of the annual Contract amount)** and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

NOTARIAL ACKNOWLEDGMENTS REQUIRED WITH BONDS

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

BID SECTION

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

SALES TAX

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

NOTE: The City will be considering the options of "composting" versus "alternative daily cover." Please provide a quotation for both options or indicate a reason why only one quote is provided.

SUMMARY OF BID ITEMS

SEE ATTACHED

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

PAYMENT TERMS: 30 days

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

DESCRIPTION FOR ALTERNATIVE DAILY COVER	UNIT	PRICE
6 Cost for Round Trip Transportation for:		
a. One (1) forty (40) cubic yard roll-off container (1-trip)	Per Trip	\$ <u>70.00</u>
b. Two (2) forty (40) cubic yard roll-off containers (1-trip)	Per Trip	\$ <u>-</u>
c. One (1) twenty-five (25) cubic yard roll-off container (1-trip)	Per Trip	\$ <u>70.00</u>
7 Cost for Recycling:		
a. Bulk Material	Per Ton	\$ <u>31.00</u>
b. Chipped Material	Per Ton	\$ <u>31.00</u>
8 Cost for Contractor-provided roll off bin (per 24 hours):		
a. 25 Cu. Yd.	Rental Rate	\$ <u>5.00</u>
b. 40 Cu. Yd.	Rental Rate	\$ <u>5.00</u>
9 Diversion Rate		<u>95</u> %
10 Oversized limbs/logs/stumps (2 ft or larger)		\$ <u>31.00</u>

BID PROTEST PROCEDURES

1. Time for Protest

- 1.1 Bidders must submit a protest within seven (7) calendar days after the date of the bid opening. The protest must be received by the Business Relations Manager by the close of business on the seventh (7) day.**

2. Form of Protest

- 2.1 The protest must be in writing, must identify the bid number and must be signed by the same person who signed the bid. The protest may be submitted by fax, email, hand-delivered, or mailed. But, if it is submitted by fax or email, the original must be mailed at the same time. The protest must state the basis for the protest and include all relevant information to support that basis. No additional information will be accepted after the Business Relations Manager receives the original protest unless the additional information is requested by the Business Relations Manager.**

3. Submission of Protest

- 3.1 Submit the protest to the Business Relations Manager. The Business Relations Manager will review and investigate the protest and send a reply with the decision within ten (10) calendar days after receipt of the protest. The Business Relations Manager will mail the reply to the address shown on the bid from the person submitting the protest.**

4. Final Decision

- 4.1 The decision of the Business Relations Manager shall be final and conclusive.**



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 / Purchasing Division
 Project Manager/Contact Name _____ E-mail _____ Ph. No. 562-570-6048
 Address 333 W. Ocean Blvd, Long Beach, CA 90802

Project Description Diversion of Green Waste & Tree Trimming
 Project Dates (Start and End) _____

Technical Environment _____
 Contract Term(s) 11/01/08 to 11/01/09 with 2 one year renewal options. Contract Amount \$ 200,000.00

Client/Contractor Name Cal State University Long Beach
 Project Manager/Contact Name Jon Root E-mail _____ Ph. No. 562-985-7428
 Address 1331 Palo Verde Ave, Long Beach, CA 90840

Project Description Refuse & Recycling Services
 Project Dates (Start and End) _____

Technical Environment California State University
 Contract Term(s) _____ Contract Amount _____

Client/Contractor Name Knott's Berry Farm
 Project Manager/Contact Name Ami or Robbie E-mail _____ Ph. No. (714) 220-5191
 Address 8039 Beach Blvd, Buena Park, CA 90621

Project Description Refuse & Recycling Services
 Project Dates (Start and End) _____

Technical Environment Amusement Park
 Contract Term(s) Ongoing Contract Amount _____

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type
 See Specific instructions on page 2.

Name (as shown on your income tax return)
EDCO Waste Services, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C Exempt payee

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
6670 Federal Blvd

City, state, and ZIP code
Lemon Grove, CA 91945

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

Employer identification number

7	3	-	1	6	6	7	4	5	2
---	---	---	---	---	---	---	---	---	---

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person *Prada J. Davis* Date ▶ 4-17-12

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

EQUAL BENEFITS ORDINANCE DISCLOSURE

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

Signature:  Date: 07/31/2012

Business Entity Name: EDCO WASTE SERVICES LLC

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: EDCO WASTE SERVICES LLC Federal Tax ID No. 73-1667452
Address: 6254 PARAMOUNT BLVD
City: LONG BEACH State: CA ZIP: 90805
Contact Person: EFRAIN RAMIREZ Telephone: (562) 423-8161
Email: ERAMIREZ@EDCODISPOSAL.COM Fax: (562) 423-8429

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 31st day of July, 2012, at LONG BEACH, CA

Name EFRAIN RAMIREZ

Signature *Efrain Ramirez*

Title VICE-PRESIDENT

Federal Tax ID No. 73-1667452

SMALL BUSINESS ENTERPRISE PROGRAM

There will be a combined SBE/VSBE/LSBE goal of 5% on this contract.



ATTACHMENT

Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
 - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. 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.



Signature of Authorized Representative

VICE-PRESIDENT

Title of Authorized Representative

EDCO WASTE SERVICES LLC

Business/Contractor/ Agency

07/31/2012

Date



City of Long Beach

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

7/31/12

NOTICE TO BIDDERS

ADDENDUM NO. 1

PA-03012

1. Q: What is the frequency of collection per week, or the total hauls for 2011 for each of the parks?

A: 15 Bins per week for Public Works, Public Services Bureau. There are almost no hauls from the Department of Parks, Recreation and Marine.

2. Q: Does the City intend for the green waste from the parks to be taken directly to processing?

A: There were no bins for the Department of Parks, Recreation and Marine. Hauls from the parks would only be necessary in the event of a major event such as a large storm.

3. Q: Can the City provide hauls per month, so the bidder can determine the effect of seasonality?

A: 60 bins per month

4. Q: On average per week, how many RO containers did the contractor have to provide based on 2011?

A: None

5. Q: Bid protests are due 7 days after opening, but the proposed rates will not be released until later, when the top 3 bidders are posted on the internet. Currently, there would be no way to form a basis for a protest within the allotted 7 days, how would this be addressed?

A: There are public bid openings for all bids. The bid opening is now on August 3, 2012 at 9:30 AM to allow bidders or the public to hear the pricing for all submitted bids on the day of the bid close. This should provide enough information for bidders to gauge if they are in a good position to receive an award. If you would like to attend the bid opening, please be present at the Purchasing Counter on the 7th Floor of City Hall and let the Purchasing staff know you are there for the bid opening at prior to 9:30 AM. These are the standard Bid Protest procedures for all bids, which are per the discretion of the Purchasing Agent.

BID Number PA-03012

SBE Program & Good Faith Effort Explanation Letter

In reading the Small Business Enterprise Programs participating instructions, EDCO appears not to qualify as an SBE company. The option for companies that do not qualify as an SBE company is to show a good faith effort that if awarded the contract, the company will subcontract work to SBE companies or make a good faith effort to do so.

PA-03012 involves having a company haul City of Long Beach owned equipment (open top roll off boxes) from one city owned yard to a city owned transfer station. Unlike a construction project that has many types of work performed and gives the awarded company the ability to subcontract work to various small businesses, the scope of work is very limited in PA-03012 to just hauling roll off boxes from one point to another. In bidding a very competitive rate, there is a limited option to subcontract the work called for in PA-03012.

EDCO does purchase parts and equipment from various small businesses to keep the roll off trucks running and in working condition, such as tires, brakes, hydraulic components, and various other maintenance parts needed to service the trucks that will be utilized to perform the work called for in PA-03012.

A list of small businesses that we use for parts or equipment is listed on the following page.

Octavio Duran



Director of Market Development

Bid Number PA-03012
 SBE Program & Good Faith Effort Explanation Letter
 Small Business Contact List

SMALL BUSINESS SUPPLIERS	ADDRESS	CONTACT	PRODUCTS
DRAKE SUPPLY COMPANY	6825 CHERRY AVE. LONG BEACH, CA. 90805	DAVE DIAZ 562-428-3696	TRUCK PARTS, BRAKES, LIGHT, ABS PARTS.
LU'S LIGHTHOUSE	10230 NORWALK BLVD. SANTA FE SPRINGS, CA. 90670	STEVE CARTWRIGHT 562-239-5854	ALL LIGHTING PRODUCTS, SWITCHES, LED
METRO FLUID CONNECTORS	4345 W. ARTESIA AVE. UNIT D, FULLERTON, CA. 92833	HUGO 714-523-7093	ALL HYDRAULIC PARTS,
BOYCE INDUSTRIES	1105N. POINSETTIA ST. CANTANA, CA. 92701	ED 714-667-7111	TRUCK SOAP
COLE INDUSTRIES	P.O. BOX 1982, WHITTIER, CA. 90609	JOE MOHOFF 562-907-7010	METAL SUPPLY
FLEET SERVICES	3520 MIRALOMA AVE. ANAHEIM, CA. 92806	MIKE GARCIA 714-630-4213	TRUCK PARTS, BRAKES, LIGHT, ABS PARTS.
KAT BUENO SERVICES	6561 DEL ROSA RD. BUENA PARK, CA. 90621	KAT BUENO 714-521-9483	UPHOLSTERY
C.W.S INDUSTRIES	3346 LEONIS BLVD. VERNON, CA. 90058	ALFONZO 323-588-8899	HYDRAULIC CYLINDERS



RE: good faith effort

Octavio Duran

to:

'Anne Takii'

08/13/2012 03:55 PM

Cc:

""Efrain Ramirez""

Hide Details

From: "Octavio Duran" <oduran@edcodisposal.com>

To: ""Anne Takii"" <Anne.Takii@longbeach.gov>,

Cc: ""Efrain Ramirez"" <eramirez@edcodisposal.com>

4 Attachments



image001.jpg image002.jpg image003.gif Bid Number PA-03012 SBE Program.PDF

Anne,

I talked to Daisy in your Business Relations Bureau on Friday, and she recommended we write an explanation letter on why we are unable to subcontract the work in PA-03012. Attached is the explanation letter, along with a list of small businesses that we utilize to maintain the trucks that will be used to perform the hauls.

Let me know if this information is suffice and or if additional information is needed, and thank you for your assistance.

Sincerely,

Octavio Duran

Director of Market Development

Los Angeles/Orange County

(714) 522-3577 Office

(714) 522-8429 Fax

oduran@edcodisposal.com



www.edcodisposal.com

"We'll Take Care of It"



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Thank you.

From: Anne Takii [mailto:Anne.Takii@longbeach.gov]

Sent: Thursday, August 09, 2012 4:59 PM

To: Efrain Ramirez; Octavio Duran

Subject: good faith effort

Hello Efrain and Octavio,

We are analyzing the bids and I didn't see anything about whether your company was a Small Business with Long Beach or if your company did the good faith effort.

Please see if your company would qualify as a small business with us at www.longbeach.gov/purchasing

Or please provide us with a letter detailing your good faith effort. I didn't see the Commitment plan in your bid package either.

Thank you.

Anne Takii
City of Long Beach
Business Relations-Purchasing
333 W. Ocean Blvd. Fl. 7
Long Beach, CA 90802
Anne.Takii@longbeach.gov
Tel: (562) 570-6362 Fax: 562-570-5099