



1 receipt from Contractor and approval by City of invoices showing the services or  
2 task performed, the time expended (if billing is hourly), and the name of the Project.  
3 Contractor shall certify on the invoices that Contractor has performed the services  
4 in full conformance with this Agreement and is entitled to receive payment. Each  
5 invoice shall be accompanied by a progress report indicating the progress to date  
6 of services performed and covered by the invoice, including a brief statement of any  
7 Project problems and potential causes of delay in performance, and listing those  
8 services that are projected for performance by Contractor during the next invoice  
9 cycle. Where billing is done and payment is made on an hourly basis, the parties  
10 acknowledge that this arrangement is either customary practice for Contractor's  
11 profession, industry or business, or is necessary to satisfy audit and legal  
12 requirements which may arise due to the fact that City is a municipality.

13 C. Contractor represents that Contractor has obtained all  
14 necessary information on conditions and circumstances that may affect its  
15 performance and has conducted site visits, if necessary.

16 D. By executing this Agreement, Contractor warrants that  
17 Contractor (a) has thoroughly investigated and considered the scope of services to  
18 be performed, (b) has carefully considered how the services should be performed,  
19 and (c) fully understands the facilities, difficulties and restrictions attending  
20 performance of the services under this Agreement. If the services involve work upon  
21 any site, Contractor warrants that Contractor has or will investigate the site and is  
22 or will be fully acquainted with the conditions there existing, prior to commencement  
23 of services set forth in this Agreement. Should Contractor discover any latent or  
24 unknown conditions that will materially affect the performance of the services set  
25 forth in this Agreement, Contractor must immediately inform the City of that fact and  
26 may not proceed except at Contractor's risk until written instructions are received  
27 from the City.

28 E. Contractor must adopt reasonable methods during the life of

1 the Agreement to furnish continuous protection to the work, and the equipment,  
2 materials, papers, documents, plans, studies and other components to prevent  
3 losses or damages, and will be responsible for all damages, to persons or property,  
4 until acceptance of the work by the City, except those losses or damages as may  
5 be caused by the City's own negligence.

6 F. CAUTION: Contractor shall not begin work until this  
7 Agreement has been signed by both parties and until Contractor's evidence of  
8 insurance has been delivered to and approved by City.

9 2. TERM. The term of this Agreement shall commence at midnight on  
10 July 18, 2023, and shall terminate at 11:59 p.m. on July 17, 2025, unless sooner terminated  
11 as provided in this Agreement, or unless the services or the Project is completed sooner.  
12 The City shall have the option to extend the term for three (3) one-year periods, at the  
13 discretion of the City Manager.

14 3. COORDINATION AND ORGANIZATION.

15 A. Contractor shall coordinate its performance with City's  
16 representative, if any, named in Exhibit "C", attached to this Agreement and  
17 incorporated by this reference. Contractor shall advise and inform City's  
18 representative of the work in progress on the Project in sufficient detail so as to  
19 assist City's representative in making presentations and in holding meetings on the  
20 Project. City shall furnish to Contractor information or materials, if any, described in  
21 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
22 perform any other tasks described in the Exhibit.

23 B. The parties acknowledge that a substantial inducement to City  
24 for entering this Agreement was and is the reputation and skill of Contractor's key  
25 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
26 reference. City shall have the right to approve any person proposed by Contractor  
27 to replace that key employee.

28 4. INDEPENDENT CONTRACTOR. In performing its services,

1 Contractor is and shall act as an independent contractor and not an employee,  
2 representative or agent of City. Contractor shall have control of Contractor's work and the  
3 manner in which it is performed. Contractor shall be free to contract for similar services to  
4 be performed for others during this Agreement; provided, however, that Contractor acts in  
5 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges  
6 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;  
7 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
8 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of  
9 the usual and customary rights, benefits or privileges of City employees. Contractor  
10 expressly warrants that neither Contractor nor any of Contractor's employees or agents  
11 shall represent themselves to be employees or agents of City.

12 5. INSURANCE.

13 A. As a condition precedent to the effectiveness of this  
14 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
15 duration of this Agreement, from insurance companies that are admitted to write  
16 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
17 Company or from authorized non-admitted insurance companies subject to Section  
18 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
19 by A.M. Best Company, the following insurance:

20 (a) Commercial general liability insurance (equivalent in scope to ISO  
21 form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than One  
22 Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars  
23 (\$2,000,000) general aggregate. This coverage shall include but not be  
24 limited to broad form contractual liability, cross liability, independent  
25 contractors liability, and products and completed operations liability. City,  
26 its boards and commissions, and their officials, employees and agents shall  
27 be named as additional insureds by endorsement (on City's endorsement  
28 form or on an endorsement equivalent in scope to ISO form CG 20 10 11



1 85 or CG 20 26 11 85), and this insurance shall contain no special limitations  
2 on the scope of protection given to City, its boards and commissions, and  
3 their officials, employees and agents. This policy shall be endorsed to state  
4 that the insurer waives its right of subrogation against City, its boards and  
5 commissions, and their officials, employees and agents.

6 (b) Workers' Compensation insurance as required by the California  
7 Labor Code and employer's liability insurance in an amount not less than  
8 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
9 its right of subrogation against City, its boards and commissions, and their  
10 officials, employees and agents.

11 (c) Professional liability or errors and omissions insurance in an  
12 amount not less than \$1,000,000 per claim.

13 (d) Commercial automobile liability insurance (equivalent in scope  
14 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
15 amount not less than \$500,000 combined single limit per accident.

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

21 C. Each insurance policy shall be endorsed to state that  
22 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
23 days prior written notice to City, shall be primary and not contributing to any other  
24 insurance or self-insurance maintained by City, and shall be endorsed to state that  
25 coverage maintained by City shall be excess to and shall not contribute to  
26 insurance or self-insurance maintained by Contractor. Contractor shall notify City  
27 in writing within five (5) days after any insurance has been voided by the insurer or  
28 cancelled by the insured.

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D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Contractor guarantees that Contractor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Contractor and Contractor's sub-Contractors and contractors, at any time. Contractor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Contractor, Contractor's sub-Contractors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Contractor's performance or as full performance of or compliance with the indemnification

1 provisions of this Agreement.

2 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
3 contemplates the personal services of Contractor and Contractor's employees, and the  
4 parties acknowledge that a substantial inducement to City for entering this Agreement was  
5 and is the professional reputation and competence of Contractor and Contractor's  
6 employees. Contractor shall not assign its rights or delegate its duties under this  
7 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
8 of City, except that Contractor may with the prior approval of the City Manager of City,  
9 assign any moneys due or to become due Contractor under this Agreement. Any  
10 attempted assignment or delegation shall be void, and any assignee or delegate shall  
11 acquire no right or interest by reason of an attempted assignment or delegation.  
12 Furthermore, Contractor shall not subcontract any portion of its performance without the  
13 prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
14 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
15 prevent Contractor from employing as many employees as Contractor deems necessary  
16 for performance of this Agreement.

17 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
18 certifies that, at the time Contractor executes this Agreement and for its duration,  
19 Contractor does not and will not perform services for any other client which would create a  
20 conflict, whether monetary or otherwise, as between the interests of City and the interests  
21 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
22 employees, sub-Contractors and contractors.

23 8. MATERIALS. Contractor shall furnish all labor and supervision,  
24 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
25 necessary to or used in the performance of Contractor's obligations under this Agreement,  
26 except as stated in Exhibit "D".

27 9. OWNERSHIP OF DATA. All materials, information and data  
28 prepared, developed or assembled by Contractor or furnished to Contractor in connection

1 with this Agreement, including but not limited to documents, estimates, calculations,  
2 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
3 models, reports, summaries, drawings, designs, notes, plans, information, material and  
4 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
5 in a format identified by City, and City shall have the unrestricted right to use and disclose  
6 the Data in any manner and for any purpose without payment of further compensation to  
7 Contractor. Copies of Data may be retained by Contractor but Contractor warrants that  
8 Data shall not be made available to any person or entity for use without the prior approval  
9 of City. This warranty shall survive termination of this Agreement for five (5) years.

10           10. TERMINATION. Either party shall have the right to terminate this  
11 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
12 prior notice to the other party. In the event of termination under this Section, City shall pay  
13 Contractor for services satisfactorily performed and costs incurred up to the effective date  
14 of termination for which Contractor has not been previously paid. The procedures for  
15 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
16 termination, Contractor shall deliver to City all Data developed or accumulated in the  
17 performance of this Agreement, whether in draft or final form, or in process. And,  
18 Contractor acknowledges and agrees that City's obligation to make final payment is  
19 conditioned on Contractor's delivery of the Data to City.

20           11. CONFIDENTIALITY. Contractor shall keep all Data confidential and  
21 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
22 performing its services, during the term of this Agreement and for five (5) years following  
23 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
24 all information, whether written, oral or visual, obtained by any means whatsoever in the  
25 course of performing its services for the same period of time. Contractor shall not disclose  
26 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
27 of others except for the purpose of this Agreement.

28           12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a

1 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
2 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
3 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
4 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
5 to subpoena or court order.

6           13. ADDITIONAL SERVICES. The City has the right at any time during  
7 the performance of the services, without invalidating this Agreement, to order extra work  
8 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
9 the work. No extra work may be undertaken unless a written order is first given by the City,  
10 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
11 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
12 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
13 City Representative. Any greater increases, taken either separately or cumulatively, must  
14 be approved by the City Council. It is expressly understood by Contractor that the  
15 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
16 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
17 the services to be provided pursuant to the RFP may be more costly or time consuming  
18 than Contractor anticipates and that Contractor will not be entitled to additional  
19 compensation for the services set forth in the RFP.

20           14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
21 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
22 amounts the payment of which may be in dispute or that are necessary to compensate the  
23 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
24 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
25 performing or failing to perform Contractor's obligations under this Agreement. In the event  
26 that any claim is made by a third party, the amount or validity of which is disputed by  
27 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
28 City may withhold from any payment due, without liability for interest because of the

1 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
2 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
3 indemnify and protect the City as elsewhere provided in this Agreement.

4 15. AMENDMENT. This Agreement, including all Exhibits, shall not be  
5 amended, nor any provision or breach waived, except in writing signed by the parties which  
6 expressly refers to this Agreement.

7 16. LAW. This Agreement shall be construed in accordance with the laws  
8 of the State of California, and the venue for any legal actions brought by any party with  
9 respect to this Agreement shall be the County of Los Angeles, State of California for state  
10 actions and the Central District of California for any federal actions. Contractor shall cause  
11 all work performed in connection with construction of the Project to be performed in  
12 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
13 county or municipal governments or agencies (including, without limitation, all applicable  
14 federal and state labor standards, including the prevailing wage provisions of sections 1770  
15 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
16 marshal, health officer, building inspector, or other officer of every governmental agency  
17 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
18 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
19 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
20 force and effect.

21 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
22 constitutes the entire understanding between the parties and supersedes all other  
23 agreements, oral or written, with respect to the subject matter in this Agreement.

24 18. INDEMNITY.

25 A. Consultant shall indemnify, protect and hold harmless City, its  
26 Boards, Commissions, and their officials, employees and agents ("Indemnified  
27 Parties"), from and against any and all liability, claims, demands, damage, loss,  
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

1 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
2 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
3 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
4 any of its obligations contained in this Agreement, including all applicable federal  
5 and state labor requirements including, without limitation, the requirements of  
6 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
7 omissions or misrepresentations committed by Consultant, its officers, employees,  
8 agents, subcontractors, or anyone under Consultant's control, in the performance  
9 of work or services under this Agreement (collectively "Claims" or individually  
10 "Claim").

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

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

25 D. The provisions of this Section shall survive the expiration or  
26 termination of this Agreement.

27 19. FORCE MAJEURE. If any party fails to perform its obligations  
28 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain

1 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
2 governmental regulations, governmental controls, judicial orders, enemy or hostile  
3 governmental action, civil commotion, fire or other casualty, or other causes beyond the  
4 reasonable control of the party obligated to perform, then that party's performance will be  
5 excused for a period equal to the period of such cause for failure to perform.

6 20. AMBIGUITY. In the event of any conflict or ambiguity between this  
7 Agreement and any Exhibit, the provisions of this Agreement shall govern.

8 21. NONDISCRIMINATION.

9 A. In connection with performance of this Agreement and subject  
10 to applicable rules and regulations, Contractor shall not discriminate against any  
11 employee or applicant for employment because of race, religion, national origin,  
12 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
13 disability. Contractor shall ensure that applicants are employed, and that employees  
14 are treated during their employment, without regard to these bases. These actions  
15 shall include, but not be limited to, the following: employment, upgrading, demotion  
16 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
17 or other forms of compensation; and selection for training, including apprenticeship.

18 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
19 accordance with the provisions of the Ordinance, this Agreement is subject to the  
20 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
21 Long Beach Municipal Code, as amended from time to time.

22 A. During the performance of this Agreement, the Consultant  
23 certifies and represents that the Consultant will comply with the EBO. The  
24 Consultant agrees to post the following statement in conspicuous places at its place  
25 of business available to employees and applicants for employment:

26 "During the performance of a contract with the City of Long Beach, the  
27 Consultant will provide equal benefits to employees with spouses and its  
28 employees with domestic partners. Additional information about the City of



1 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
2 Long Beach Business Services Division at 562-570-6200."

3 B. The failure of the Consultant to comply with the EBO will be  
4 deemed to be a material breach of the Agreement by the City.

5 C. If the Consultant fails to comply with the EBO, the City may  
6 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
7 to become due under the Agreement may be retained by the City. The City may  
8 also pursue any and all other remedies at law or in equity for any breach.

9 D. Failure to comply with the EBO may be used as evidence  
10 against the Consultant in actions taken pursuant to the provisions of Long Beach  
11 Municipal Code 2.93 et seq., Contractor Responsibility.

12 E. If the City determines that the Consultant has set up or used its  
13 contracting entity for the purpose of evading the intent of the EBO, the City may  
14 terminate the Agreement on behalf of the City. Violation of this provision may be  
15 used as evidence against the Consultant in actions taken pursuant to the provisions  
16 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

17 23. NOTICES. Any notice or approval required by this Agreement shall  
18 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
19 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
20 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
21 to the City Clerk at the same address. Notice of change of address shall be given in the  
22 same manner as stated for other notices. Notice shall be deemed given on the date  
23 deposited in the mail or on the date personal delivery is made, whichever occurs first.

24 24. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
25 that Contractor has not employed or retained any entity or person to solicit or obtain this  
26 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
27 commission or other monies based on or from the award of this Agreement. If Contractor  
28 breaches this warranty, City shall have the right to terminate this Agreement immediately

1 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
2 due under this Agreement or otherwise recover the full amount of the fee, commission or  
3 other monies.

4           25. WAIVER. The acceptance of any services or the payment of any  
5 money by City shall not operate as a waiver of any provision of this Agreement or of any  
6 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
7 Agreement shall not constitute a waiver of any other or subsequent breach of this  
8 Agreement.

9           26. CONTINUATION. Termination or expiration of this Agreement shall  
10 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
11 18, 21 and 28 prior to termination or expiration of this Agreement.

12           27. TAX REPORTING. As required by federal and state law, City is  
13 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
14 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
15 from payments under this Agreement. Contractor shall submit Contractor's Employer  
16 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
17 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
18 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
19 Contractor provides one of these numbers.

20           28. ADVERTISING. Contractor shall not use the name of City, its officials  
21 or employees in any advertising or solicitation for business or as a reference, without the  
22 prior approval of the City Manager or designee.

23           29. AUDIT. City shall have the right at all reasonable times during the  
24 term of this Agreement and for a period of five (5) years after termination or expiration of  
25 this Agreement to examine, audit, inspect, review, extract information from and copy all  
26 books, records, accounts and other documents of Contractor relating to this Agreement.

27           30. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
28 designed to or entered for the purpose of creating any benefit or right for any person or

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802-4664

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entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

8/17/23, 2023

HOMEBOY RECYCLING, a California social purpose corporation  
By [Signature]  
Name Chris Zwicke  
Title CEO

8/17/23, 2023

By [Signature]  
Name Bill Deliman  
Title Director

"Contractor"

CITY OF LONG BEACH, a municipal corporation

August 24, 2023

By [Signature]

~~EXECUTED~~ PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on August 24, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]  
Deputy

# EXHIBIT “A”

Request for Proposal

# City of Long Beach

Request for Proposals Number TI-23-200  
IT asset and battery disposition services



## Overview

### Summary

The City of Long Beach requests to receive proposals from qualified organizations to provide IT asset and battery disposition services.

### Key Dates

Release Date: 11:00 AM March 7, 2023

Questions Due to the City: 11:00 AM March 16, 2023

Answer Due from the City: 11:00 AM March 23, 2023

Proposals Due: 11:00 AM April 13, 2023

*The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.*

### Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via LongBeachBuys.com.

### Official Contact

Ahmed Ali

[rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov)

*All communication with the City related to this RFP must be directed to the contact listed above.*

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# 1 The Opportunity

## 1.1 Project Summary

The City of Long Beach is seeking proposals from Approved Collectors and Recyclers (Qualified Organization) for the transport and disposal of electronic waste (e-waste), which shall include, but is not limited to: personal or laptop computers (with hard drives removed), computer monitors, computer peripherals, printers, multi-function devices (with hard drives removed), fax machines, scanners, telephones, mobile phones and other related equipment, media equipment, DVDs, CDs, and lithium ion batteries at no cost to the City.

The vendor must also be able to dispose of loose alkaline batteries, loose rechargeable batteries, and certified hard drive destruction which may be accompanied with a cost proposal.

The successful Qualified Organization(s) shall dispose of all equipment in accordance with all Federal and State and/or local laws, rules and regulations, with necessary licenses, permits and certificates.

## 1.2 Background

The Technology and Innovation Department (TID) is a full-service organization providing a centralized resource that manages the full range of information technology and related services for the City of Long Beach. TID provides technology support across the City's operations in support of the City's business objectives. TID provides support to 23 City departments, approximately 5,000 employees, and dozens of City facilities.

**Problem Statement:** Periodically, the City of Long Beach through its Technology and Innovation Department must dispose of e-waste that is obsolete or at its end-of-life use. The City of Long Beach seeks to partner with an Qualified Organization(s) to collect e-waste from City facilities and dispose of this e-waste in compliance with federal, state, and local regulations and laws.

## 1.3 Goals

- Timely response to City of Long Beach requests for IT asset collection and disposal, including battery collection and disposal;
- Compliance with State regulations and laws related to IT asset disposal;
- Qualified Organization(s)' ability to collect and dispose approximately 3 to 4 pallets of e-waste per month; and
- Ability to coordinate bulk pick-up on an as-needed basis at City satellite facilities.

## 1.4 Award Terms

This contract will be for a period of two (2) years with the option to renew for three (3) additional one-year periods. The total contract term will not exceed five (5) years.



## 2 Scope of Work

### 2.1 Description of Services

Contractor will be responsive to City of Long Beach requests to collect IT asset e-waste. IT assets will be picked up from City Hall located at 411 West Ocean Boulevard, Long Beach, CA 90802 and other designated City facilities in Long Beach.

The Qualified Organization(s) will transport IT asset e-waste to an approved recycling facility. The Qualified Organization(s) may refurbish and re-market equipment whenever possible. In the event the Qualified Organization(s) sells City-provided e-waste for reuse rather than recycling, City shall receive a minimum revenue share of twenty percent (20%) of Qualified Organization's gross sales less a maximum of a ten dollar (\$10) administrative fee per resold device.

The City of Long Beach disposes of the following equipment: desktop or laptop computers (with hard drives removed), laptop batteries, computer peripherals, pagers, smart phones, tablets, phone charging stations, docking stations, printers, multi-function devices (with hard drives removed), fax machines, scanners, telephones, servers, routers, all types of computer monitors, TVs, wires, cabling, keyboards, and all other miscellaneous electronic equipment and components.

The Qualified Organization(s) will provide e-waste disposal services in accordance with all federal, state and local laws and regulations.

#### Miscellaneous Services:

The City of Long Beach will also require collection and disposal of alkaline and other technology-related batteries. The City is prepared to pay for such services and invites proposers to include a cost proposal for this need.

The City of Long Beach may periodically request certified hard drive destruction using Department of Defense standards on an as-needed basis. The City is prepared to pay for such services and invites proposers to include a cost proposal for this need.

Proposers should include a full pricing list for all e-waste services offered by the vendor such as media destruction, appliance haul-aways, etc that are not included in the no cost services described in the previous section.

#### Service Logistics:

Frequency is anticipated to be bi-weekly at the City of Long Beach City Hall Location: City of Long Beach will stage the e-waste equipment on pallets at the City Hall loading dock located at 411 Ocean Boulevard. Additional City facilities may be identified and will be communicated with the selected Qualified Organization(s)). In relation to scheduling these pickups, the selected Qualified Organization(s) shall coordinate with the City to establish one (1) recurring bi-weekly pickup of e-waste at Long Beach City Hall between the hours of 8am and 4pm; service frequency and/or timing can be adjusted as needed. If there is not enough material for the weekly pickup, the City of

Long Beach can cancel the scheduled pickup. Additional ad-hoc pickups can be requested at any time.

#### Qualified Organization Responsibilities:

The Qualified Organization(s) shall provide all personnel, vehicles and fuel necessary for pickup and disposal services. The Qualified Organization(s) shall provide a sufficient number of employees to perform the required services under the contract. Qualified Organization(s) shall also provide multiple sizes of bins to be stored at the City Hall facility to house equipment to be picked up by the Qualified Organization(s). The Qualified Organization(s) shall replace used bins with empty bins for City use.

All vehicles used by the Qualified Organization(s) to transport e-waste shall be properly registered and have all necessary permits, insurance, and demonstrate that the transporter is in compliance with the U.S. Department of Transportation Rules and Regulations regarding handling and transportation of hazardous materials.

It is expected that the Qualified Organization(s) will use its own employees and vehicles to perform all pickups under the scope of this contract and will not utilize third party Transporters or Subcontractors for this purpose without prior written consent from the City. Uniformed staff arrive at designated loading area at City Hall or other City locations. The Qualified Organization(s) must offer stacking, wrapping, and loading of pallets if needed at any of the City's facilities.

The Qualified Organizations(s) must provide verification documentation, such as a Chain of Custody Form, which documents using signatures from the City of Long Beach and Qualified Organization documenting the date, time, and number of pallets or containers collected by the Qualified Organization.

The Qualified Organizations(s) will load equipment into vehicle, taking title to, and sole custody of, the equipment when the task of loading has been completed and necessary documentation has been approved and signed by a City representative and representative of the Qualified Organization.

#### **Certifications**

Preference will be given to bidders with e-Stewards certification. In lieu of an e-Steward certification, an R2 (Responsible Recycling) certification is acceptable however this certification falls short of the City's expectations in the handling toxic materials. If a qualified organization has R2 certification the organization should include a statement detailing the methods of toxic materials handling.

#### **Reporting:**

- Within ten (10) business days of each pickup, the Qualified Organization(s) shall provide a statement to the City reflecting the revenue owed to the City resulting from IT asset disposal. The Qualified Organization(s) must also email a copy of the

revenue check and statement to the Technology & Innovation Department's Technology Engagement and Support Manager. The following documentation will be included with all payments:

- Contract Number
- Description of Rendered Activities/Services
- Contractor's Address
- Service Period
- Dollar Amount

● Within ten (10) business days of each pickup, the Qualified Organization must also provide the documents discussed above:

- Chain of Custody Form, with final disposition sign off
- Certificate of Data Destruction (if applicable)
- Inventory Tracking Spreadsheet (if applicable)
- Certificate of Recycling

● At calendar year end, the Qualified Organization must provide a detailed Annual Report & Impact Summary including:

- Total volume of e-waste collected, broken down by product category
- Local jobs created in processing that volume of IT assets
- Greenhouse gas emissions avoided by responsible recycling of that e-

waste

- Toxic materials diverted from the landfill by responsible recycling of that

e-waste

● It is expected the Qualified Organization(s) will keep appropriate written records of its materials management at its processing facility in order that City may, upon request, audit those records to ensure that such materials were handled, stored, labeled, shipped and disposed of properly.

● It is expected the Qualified Organization(s) will keep complete and accurate records of electronic equipment picked up pursuant to the Contract, including the status, location and disposition of equipment and any facilities and subcontractors handling such equipment. At no additional cost and upon request, the Qualified Organization(s) shall promptly provide to the City accurate and timely status reports for any equipment transported under the Contract, for which the City has not yet received the Statement or Certificate of Recycling/Disposal. The Qualified Organization(s) shall provide documentation of the amount of equipment collected under the Contract.

## 2.2 Contract Management

### Contract Payment

The City of Long Beach issues payment based upon services rendered. After a contract is finalized and work is performed, the Contractor should invoice the City. The City will remit payment within 30 calendar days vendor submitting an invoice to TS-acctspay@longbeach.gov.

## 3 How We Choose

### 3.1 Minimum Qualifications

- Qualification to conduct business in the City
- Not having been debarred by Federal, State or local government
- Currently performing these functions including the disposal of all equipment listed under the Scope of Work.
- Mandatory licenses
  - R2 or E-Stewards certification

### 3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

<b>CRITERIA</b>
<p>1. Organizational Capacity &amp; Experience</p> <ul style="list-style-type: none"><li>• Sufficient staffing, fleet assets, and logistical support to provide bi-weekly pick-up service and administrative management of the same from City of Long Beach's Civic Center and other City locations.</li><li>• The Qualified Organization(s) will designate and assign a customer service representative to this account. This individual will be the primary point of contact and will provide assistance with all service related concerns. Among other things, this individual will be responsible for scheduling any pick-up changes, resolving missed or partial pickups of e-waste (if any) and managing the administrative requirements related to pickups.</li><li>• The Qualified Organization(s) will also designate and assign a backup/alternate customer service representative to ensure continuity of communication.</li></ul>
<p>2. Communications &amp; Reporting</p> <ul style="list-style-type: none"><li>• Ability to meet the 10-day reporting and annual reporting requirements described in Section 2.1 above.</li></ul>
<p>3. Reasonableness of Cost</p>

## 4 Proposal Instructions & Content

### 4.1 Timelines & Instructions

<b>MILESTONE</b>	<b>TIME (PACIFIC) &amp; DATE</b>	<b>LOCATION / ADDITIONAL INFORMATION</b>
Release date	11:00 AM March 7, 2023	
Questions due to the City	11:00 AM March 16, 2023	<ul style="list-style-type: none"> <li>• Submit all inquiries via email to <a href="mailto:rfppurchasing@longbeach.gov">rfppurchasing@longbeach.gov</a></li> </ul>
Posting of the Q&A	11:00 AM March 23, 2023	<ul style="list-style-type: none"> <li>• Responses to the questions will be posted on <a href="http://LongBeachBuys.com">LongBeachBuys.com</a>.</li> </ul>
Proposals due	11:00 AM April 13, 2023	<ul style="list-style-type: none"> <li>• Proposals should be submitted electronically via <a href="http://LongBeachBuys.com">LongBeachBuys.com</a>.</li> <li>• Late proposals, or proposals submitted through other channels will not be accepted.</li> <li>• Proposers are responsible for submitting their proposals completely and on time.               <ul style="list-style-type: none"> <li>○ Proposers will receive an e-bid confirmation number with a time stamp from <a href="http://LongBeachBuys.com">LongBeachBuys.com</a> indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully.</li> <li>○ For technical support, email or call the City during normal business hours at <a href="mailto:LBPurchasing@longbeach.gov">LBPurchasing@longbeach.gov</a> or (562) 570-6200.</li> </ul> </li> </ul>
Evaluation of Narrative & Cost Proposals	April 2023	<ul style="list-style-type: none"> <li>• An Evaluation Committee will review Narrative &amp; Cost Proposals to select the proposal that best meets the needs of the City.</li> <li>• Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.</li> </ul>
Negotiation & Contractor Selection	April 2023	<ul style="list-style-type: none"> <li>• Selected Qualified Organization(s) will be notified in writing.</li> </ul>

		<ul style="list-style-type: none"> <li>Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Qualified Organization or withdraw the RFP.</li> <li>Negotiations shall be confidential and not subject to disclosure to competing Proposers unless and until the completion of negotiations and before final approval by the awarding body.</li> </ul>
Estimated Contract Execution	May 2023	
[Proposer Debrief]	After Contractor is Selected	<ul style="list-style-type: none"> <li>Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.</li> </ul>

#### 4.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

<b>PROPOSAL</b>	
<input type="checkbox"/> Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed in Section 4.3.
<input type="checkbox"/> Cost Proposal	<ul style="list-style-type: none"> <li>1) List of IT assets that may be collected and disposed at no cost to the City of Long Beach</li> <li>2) Pricing for alkaline battery and other types of battery disposal</li> <li>3) Pricing for certified hard drive destruction</li> <li>4) Proposed revenue share percentage with the City for items that are sold,</li> <li>5) Full list of e-waste services not described RFP with an associated cost for each service.</li> </ul>
<b>PROPOSAL APPENDICES</b>	
<input type="checkbox"/> Financial Stability	Proposers should include one or more of the following financial statements to provide the City with enough

	<p>information to determine financial stability of the Proposer and subcontractor. Please disclose all known subcontractors.</p> <ul style="list-style-type: none"> <li>• Financial Statement or Annual Report</li> <li>• Business tax return</li> <li>• Statement of income and balance sheet</li> </ul>
<input type="checkbox"/> Other Addenda (if applicable)	Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
<b>MANDATORY ATTACHMENTS</b>   <i>The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.</i>	
<input type="checkbox"/> A. Authorization & Certification	
<input checked="" type="checkbox"/> B. Equal Benefits Ordinance (EBO) Form	
<b>Attachments Which May be Submitted Upon Award</b>   <i>Upon award, Awarded Contractors will be required to submit the following. We encourage you to take note of these requirements, and where possible, include available information as part of your proposal to expedite processing.</i>	
<input type="checkbox"/> C. W-9	
<input type="checkbox"/> D. Business License	
<input type="checkbox"/> E. Proof of Registration with the California Secretary of State	
<input checked="" type="checkbox"/> F. [REDACTED] [Summarize Requirements]	
<input type="checkbox"/> <b>Contact Information</b>	<i>Ensure your organization's profile is up to date in Long Beach Buys, including an email address, phone number, and for any classifications you may qualify for.</i>

### 4.3 Narrative Proposal Template

Proposers should develop a narrative proposal that includes all of the following information:

#### Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
<b>Organization</b>	Company Name	
	Company Address	
	Federal Tax ID Number	
	[REDACTED]	
	Website	

<b>Authorized Representative</b>	Name	
	Title	
	Email Address	
	Phone Number	
<b>Other Point of Contact (if required)</b>	Name	
	Title	
	Email Address	
	Phone Number	
<b>PROPOSER CAPACITY &amp; EXPERIENCE</b>		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation <i>State and Date of incorporation:</i>	 _____
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> _____ Other	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe the organizations you currently supply that require high volume IT disposal services. Please emphasize any public service organizations (i.e., schools/universities, government, private utility or industrial organizations.)		
How many employees does the organization have in total and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		
Please provide a plan of for how the project will be staffed.		
<b>REFERENCES</b>		
<b>Reference 1</b>	Company	
	Project Manager	
	Phone Number	



	Project Description	
	Project Start and End Dates	
<b>Reference 2</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 3</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 4</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 5</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

Any and all Subcontractors Proposer intends to include as part of its proposal must be included in the proposal. Please identify each Subcontractor below. An Awarded Contractor may not substitute a listed Subcontractor without the express written consent of City which will not be unreasonably withheld.

<b>SUB-CONTRACTOR CONTACT INFORMATION</b>	
Does the proposal include subcontractors?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
<b>If applicable, provide the following for all subcontractors included in this proposal.</b>	
<b>Organization</b>	Company Name
	Company Address
<b>Authorized Representative</b>	Name
	Title

	Email Address	
	Phone Number	
<b>Other Point of Contact (if required)</b>	Name	
	Title	
	Email Address	
	Phone Number	
<b>SUBCONTRACTOR CAPACITY &amp; EXPERIENCE</b>		
What type of enterprise is the subcontractor?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation <i>State and Date of incorporation:</i>	 _____
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> _____ Other	
Which specific requirements of this RFP will the subcontractor perform?		
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.		
Please describe why the subcontractor is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe the length of time the subcontractor has been providing the services described in this RFP (1-3 sentences).		
How many employees does the subcontractor have nationally, locally, and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		

## 5 Terms & Conditions

### 5.1 Acronyms/Definitions

1. **Awarded Contractor:** An organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. **City:** The City of Long Beach and any department or agency identified herein.
3. **Qualified Organization / Proposer:** Organization/individual submitting a proposal in response to this RFP.
4. **Department / Division:** City of Long Beach, Technology & Innovation
5. **Evaluation Committee:** An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. **May:** Indicates something that is not mandatory but permissible.
7. **RFP:** Request for Proposals.
8. **Shall / Must:** Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. **Should:** Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. **Subcontractor:** Third party not directly employed by the Proposer who will provide services identified in this RFP.

### 5.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Proposer but reserves the right to award contracts to multiple Proposers.
9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
10. If the City receives a single responsive, responsible proposal, the City may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist such analysis. By conducting such analysis, the City shall not be obligated to accept the single proposal. The City reserves the right to reject such proposal or any portion thereof.
11. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
12. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
13. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

14. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
15. Proposals may be withdrawn by written notice received prior to the proposal opening time.
16. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Proposerr or prospective Proposer.
17. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
18. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The Awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the Awarded Contractor for implementation of their proposal.
19. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
20. Proposal will become public record after the conclusion of the negotiation process and before final approval by the awarding body unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer 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.
21. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.
22. If the Contractor elects to use subcontractors, and the project is a public work of improvement, the City requires that the Awarded Contractor provide proof of

payment of any subcontractors used for the project. Proposals for a public work of improvement shall include a plan by which the City will be notified of such payments.

23. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.
24. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
25. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the Awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the Awarded Contractor's proposal, and the Awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
26. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
27. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
28. The City will not be liable for Federal, State, or Local excise taxes.
29. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including all contract terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.

30. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
31. Proposals shall be kept confidential during the contract negotiation process.
32. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.

Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance.

33. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

### 5.3 Contract Terms & Conditions

1. The Awarded Contractor will be the sole point of contract responsibility. The City will look solely to the Awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
2. The Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages.
3. 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. Additional information is available at [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).
4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation,



all applicable federal and state labor standards, including the prevailing wage provisions of Sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

5. Awarded 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) Awarded Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Awarded 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 Awarded Contractor, its officers, employees, agents, subcontractors, or anyone under Awarded Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").
6. In addition to Awarded Contractor's duty to indemnify, Awarded Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Awarded 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 Awarded Contractor shall be required for the duty to defend to arise. City shall notify Awarded Contractor of any Claim, shall tender the defense of the Claim to Awarded Contractor, and shall assist Awarded Contractor, as may be reasonably requested, in the defense.
7. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Awarded 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.
8. Any requests for reasonable price adjustments must be submitted 60 days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor



and/or materials must be justified based upon verifiable criteria such as the Consumer Price Index, US City Averages, or other relevant indices.

9. If the Awarded Contractor elects to use subcontractors, Awarded Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Awarded Contractor.
10. If the Awarded Contractor elects to use subcontractors, the Awarded Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
11. The provisions of this section shall survive the expiration or termination of this Contract.

#### 5.4 Additional Requirements

#### 5.5 Protest Procedures

##### Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

##### Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing>. A Proposer desiring to submit a protest for a proposal must do so 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 business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

##### Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a

complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

#### City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

#### Limitation of Remedy

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

# EXHIBIT “B”

Cost/Rates

# Homeboy Response to City of Long Beach TI-23-200

## Cost Proposal

### Core Scope - No Cost Proposal

Per RFP: "The City of Long Beach is seeking proposals from Approved Collectors and Recyclers (Qualified Organization) for the transport and disposal of electronic waste (e-waste), which shall include, but is not limited to: personal or laptop computers (with hard drives removed), computer monitors, computer peripherals, printers, multi-function devices (with hard drives removed), fax machines, scanners, telephones, mobile phones and other related equipment, media equipment, DVDs, CDs, and lithium ion batteries at no cost to the City." ["This is referring to lithium-ion batteries taken out of laptops"]

Item	Description	Unit	Rate
<b>PACKAGING AND TRANSPORTATION SERVICES</b>			
Pickup - Driver Only	Local Box Truck Transportation for facilities in City of Long Beach	Per Pickup	\$0.00
<b>ASSET REMARKETING SERVICES</b>			
Equipment Consignment	Credit (revenue sharing) based on actual sales of remarketed equipment	20%	TBD
Equipment Remarketing Fee	Deduction against consignment credit based on actual sales of remarketed equipment	Per Item	\$10.00
<b>E-WASTE RECYCLING SERVICES</b>			
Mixed E-Waste	<p>- Per RFP: "The City of Long Beach disposes of the following equipment: desktop or laptop computers (with hard drives removed), laptop batteries, computer peripherals, pagers, smart phones, tablets, phone charging stations, docking stations, printers, multi-function devices (with hard drives removed), fax machines, scanners, telephones, servers, routers, all types of computer monitors, TVs, wires, cabling, keyboards, and all other miscellaneous electronic equipment and components."</p> <p>- Excludes loose batteries (see below), lamps/bulbs, other universal waste, appliances, medical waste, hazardous waste, municipal solid waste and recycling, car parts, power tools, solar panels, etc.</p>	Per Pound	\$0.00

### Notes

- This No Cost Proposal is contingent upon receiving all of the City's electronics listed above. The higher value computers and networking equipment are necessary to offset the costs of picking up and processing the other miscellaneous e-waste items. If a separate vendor is given the higher value items, we will not be able to continue servicing the lower value items at no cost.

- Per RFP: "The selected Qualified Organization(s) shall coordinate with the City to establish one (1) recurring bi-weekly pickup of e-waste at Long Beach City Hall between the hours of 8am and 4pm; service frequency and/or timing can be adjusted as needed. If there is not enough material for the weekly pickup, the City of Long Beach can cancel the scheduled pickup. Additional ad-hoc pickups can be requested at any time."

- Intact serial numbers and valid CA SB20 source documentation must be received for Monitors/TVs (CRT, LCD, Plasma, LED, etc.) provided by the City

### Supplemental Scope - Cost Proposal

Per RFP: "The vendor must also be able to dispose of loose alkaline batteries, loose rechargeable batteries, and certified hard drive destruction which may be accompanied with a cost proposal."

Item	Description	Unit	Rate
<b>PACKAGING AND TRANSPORTATION SERVICES</b>			
White Glove Labor	Packaging/Palletizing/Relocation Support at Pickup	Per Person Hour	\$49.00
Pickup - Driver Only	Local Box Truck Transportation	Per Pickup	\$150.00
<b>IT ASSET DISPOSITION (ITAD) SERVICES</b>			
ITAD Processing	Fixed cost for lots processed with Asset Inventory report and/or itemized Certificate of Data Destruction	Fixed	\$125.00
Asset Inventory - Offsite	Make/Model/Serial Number Capture	Per Item	\$3.00
Hard Drive Shredding - Offsite	Includes a Certificate of Data Destruction w/ serial number audit	Per Drive	\$8.00
Hard Drive Wiping - For Resale	Includes a Certificate of Data Destruction w/ serial number audit	Per Drive	\$0.00
Integrated Battery/Memory Device Shredding - Offsite	Includes a Certificate of Data Destruction w/ serial number audit	Per Device	\$20.00
Media Shredding - Offsite	CDs, DVDs, Floppy Discs, Videotapes, etc. Includes a Certificate of Data Destruction by weight	Per Pound	\$2.00
<b>UNIVERSAL WASTE &amp; APPLIANCE RECYCLING SERVICES</b>			
Batteries: Mixed, Unsorted, Loose	Alkaline, Lead Acid (Non-Automotive), Lithium Ion, Lithium Primary, NiCd, NiMH	Per Pound	\$2.50
Light Bulbs/Lamps: Mixed, Unbroken	Fluorescent Tubes, CFLs, LEDs, Incandescent, etc.	Per Pound	\$3.00
Appliance Handling - Compact	Less than 5 Cu. Ft. Includes: Refrigerators, Air Conditioners, Ovens, Washing Machines, etc. (Handling, pre-processing, and delivery to Certified Appliance Recycler for MRSH removal)	Per Item	\$50.00
Appliance Handling - Standard	5 to 15 Cu. Ft. Includes: Refrigerators, Air Conditioners, Ovens, Washing Machines, etc. (Handling, pre-processing, and delivery to Certified Appliance Recycler for MRSH removal)	Per Item	\$85.00

**Notes**

- Pickup costs here can be avoided if services are provided at the same time and location as services in the No Cost Proposal
- Bulk pricing can be provided for sorted and separately packaged streams of batteries (e.g., Alkaline only)

# EXHIBIT “C”

City’s Representative(s):

Meghan Weeks, Bureau Manager for  
Technology Engagement and Support

Office: (562) 570-6888

[Meghan.Weeks@longbeach.gov](mailto:Meghan.Weeks@longbeach.gov)

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee(s):

Chris Zwicke, CEO

Office: (323) 673-0760

[czwicke@homeboyrecycling.com](mailto:czwicke@homeboyrecycling.com)

Bill Deliman, Director of Sales & Marketing

Office: (310) 210-3420

[bdeliman@homeboyrecycling.com](mailto:bdeliman@homeboyrecycling.com)