

BID NUMBER ITB LB-14-123

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



INVITATION TO BID

Hazardous Waste Removal Services

CONTRACT NO. 33574

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 10 DAY OF SEPTEMBER, 20 14
CITY STATE MONTH

COMPANY NAME: OCEAN BLUE ENVIRONMENTAL TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 925 WEST ESTHER ST. CITY: LONG BEACH STATE: CA ZIP: 90813

PHONE: 562.624.4120 FAX: 562.624.4127

S/ [Signature] CHIEF FINANCIAL OFFICER
(SIGNATURE) (TITLE)

MOONHO LEE MOONHOLEE@AOL.COM
(PRINT NAME) (EMAIL ADDRESS)

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

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

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

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

THE CITY OF LONG BEACH
BY [Signature] 11/12/14
Director of Financial Management Date

APPROVED AS TO FORM
CHARLES PARKIN 11/12, 20 14
CITY ATTORNEY [Signature]
Deputy

BID NUMBER ITB LB-14-123

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

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

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

OPTIONAL

Ethnic (Check one):

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

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

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

Is the firm certified as a Disadvantaged Business: Yes No

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

- Yes No

Name of certifying agency: City of Los Angeles, Supplier Clearing House (For Certs see tab 4)

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

DESCRIPTION OF ATTACHED DOCUMENT

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

SUBCONTRACTORS

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

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

Company Name: _____

Address: _____

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

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

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

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

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

BID DUE DATE: September 11, 2014
TIME: 11:00 am

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

Anne Takii (562) 570-6362
BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

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

YES _____ NO X

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

INSTRUCTIONS TO BIDDERS

19. AMERICANS WITH DISABILITIES ACT:

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

20. EQUAL BENEFITS ORDINANCE:

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

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

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall 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.

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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

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

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

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

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

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

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

30. NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE. As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

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

BID NUMBER ITB LB-14-123

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

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

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements required herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

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

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

The provisions of this Section shall survive the expiration or termination of this contract.

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

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

BID NUMBER ITB LB-14-123

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.



925 West Esther Street
Long Beach, CA 90813

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

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1. Body _____
2. Disposal Methods & Facility Compliance _____
3. WMBE Certificates _____
4. License & Certificate Copies _____
5. Proof of Insurability _____
6. Published Rates _____
7. Addendum 1. _____

SUPPLEMENTAL CONDITIONS

1. PROJECT OVERVIEW

The City of Long Beach is requesting bids for providing as-needed hazardous waste removal services from qualified Contractors at various City of Long Beach sites.

2. RESPONSE (SPECIAL) SCHEDULE

Contractor shall be available 24 hours a day, seven days a week. Contractor shall respond to emergencies within 30 minutes after receipt of call or order for EMERGENCIES (Summary of Bid Items Section I). Emergencies shall be defined as any threat to public health, safety or environment and shall be determined 'on-scene' by the highest ranking City of Long Beach Fire Department representative, departmental employee (see **Section 33 City Contacts**) or designee. The City shall determine in its sole discretion whether a situation is an emergency or not.

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

3. BID TIMELINE (ALL TIMES LISTED ARE PACIFIC DAYLIGHT TIME (PDT))

Bid Release Date:	<u>August 19, 2014</u>
Questions due to the City:	<u>August 27, 2014 by 4:00 PM, PDT</u>
Response from City to Bidder:	<u>September 3, 2014 by 4:00 PM, PDT</u>
Bids Due (no late bids will be accepted):	<u>September 11, 2014 by 11:00 AM, PDT</u>

4. BID SUBMISSION INSTRUCTIONS

In lieu of a mandatory pre-bid meeting, the Purchasing Division will accept question and/or comments in writing. For questions regarding this bid, submit all inquiries via email to: PurchasingBids@longbeach.gov by August 27, 2014 by 4:00 PM. Responses to the questions will be posted on the City's website: longbeach.gov/purchasing under the "Bids/RFPs" tab no later than September 3, 2014 4:00 PM.

Bidder must download bid specifications and addenda from the City's website. It is recommended that Bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid. Failure to include the addenda with the bid may cause the bid to be rejected.

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

- _____ Bid Section including an electronic version of Attachment A saved as an Excel file on a CD/USB
- _____ Reference List (Attachment B)
- _____ Discontinued Contracts List (Attachment C)

SUPPLEMENTAL CONDITIONS

- _____ W-9 and Vendor Application Form (Attachment D)
- _____ Equal Benefits Ordinance (EBO) Form (Attachment E)
- _____ Small Business Enterprise Certification (Attachment F)
- _____ Secretary of State Certification—printout from website (Attachment G)
- _____ Debarment Certification Form (Attachment H)
- _____ Proof of Insurability
- _____ Photocopies of all applicable licenses

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

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

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

ITB LB-14-123 for Hazardous Waste Removal Services

Bids must be received by 11:00 AM PDT, September 11, 2014. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

5. CONTRACT PERIOD

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

6. RENEWALS

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. If the Contractor proposes a price increase for a contract renewal, the Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, the 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. Documentation may be required to provide justification for any increases based on the

SUPPLEMENTAL CONDITIONS

US Bureau of Labor Statistics, Consumer Price Index increases or manufacturer increases that are out of the control of the Contractor.

Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

7. PRICE INCREASE:

This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City, in accordance with the option granted in your bid.

A. Shall not exceed 3.0 % during the first renewal period.

B. Shall not exceed 3.0 % during the second renewal period.

8. REFERENCES

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

9. INSURANCE REQUIREMENTS

Contract – General Conditions, Item #30 C, page 9, shall be replaced in its entirety by the following paragraphs:

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

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

SUPPLEMENTAL CONDITIONS

special limitations on the scope of protection afforded to the City, its officials, employees, and agents and shall be primary and not contributing to any other insurance or self-insurance maintained by City, its officials, employees, and agents.

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

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

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

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

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

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City.

SUPPLEMENTAL CONDITIONS

10. PROOF OF INSURABILITY

(Including coverage for asbestos abatement and control measures)

A **letter of commitment/proof of insurability** from an insurance company, acceptable to the City, setting forth that adequate insurance coverage (single limit for liabilities and as further described in **Section 9. Insurance Requirements**) shall be submitted at the time of the award of Contract. Letters of intent from insurance brokers will not be considered acceptable substitutes.

11. CONTRACTOR'S EMPLOYEES

Employees and Subcontractors: Specify the number of current full-time and part-time employees and contractors for your company.

Number of full-time employees: 33.

Number of part-time employees: 10.

Also please include [for tracking purposes only]:

Number of your full-time employees that live in Long Beach: 21.

Number of your part-time employees that live in Long Beach: 9.

12. AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible Bidder, taking into consideration bidder's experience, references, equipment, facility, operations, quality, fitness, capability and adaptability in respect to the requirements of the specifications for the services proposed. Bid completeness, clarity, accuracy and compliance with City requirements shall also be determining factors of award. The City reserves the right to award contracts on an "all or none" or on a 'by section' basis.

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

In case of error in a discrepancy between the hard copy unit prices and prices on the electronic copy, the hard copy shall govern.

13. RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any bid that does

SUPPLEMENTAL CONDITIONS

not affect the validity of the bid or does not give the Bidder a competitive advantage over other Bidders.

The City may waive any informality or irregularity in any bid, so long as any such informality or irregularity does not violate any Federal, State or local law or regulation.

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

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

14. LICENSES AND CERTIFICATE REQUIREMENTS: HAZARDOUS WASTE

Bidder hereby declares that it possesses all federal, state and local licenses, certificates and permits for the bid items on which it is bidding.

14.1 LIST REQUIRED NUMBERS

EPA ID Number: CAD983608258 Expiration Date: Non-Expiring

State Hauler Number: #3354 Expiration Date: 9/30/2014

CHP Carrier Number: #119128 Expiration Date: 9/30/2015

California Contractor's License Number: #709140

Expiration Date: 7/31/2015

State Registration No. for Trauma Scene Practitioner: 066

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

14.2 Long Beach Business License

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

SUPPLEMENTAL CONDITIONS

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

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

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

For more information, contact the Business License Section at 562-570-6211.

Long Beach Business License Number:
AP96001146
(Required Upon Notification of Award)

15. DISPOSAL METHOD AND FACILITY COMPLIANCE

Contractor shall supply waste disposal methods for the bid items (1-11) listed in COST SECTION SUMMARY OF BID ITEMS SECTION II along with the names, addresses and contact persons of the Transfer Storage Disposal Facilities (TSDF) to which the waste will be transported. Contractor shall ascertain that any TSDF used for City waste has the appropriate current permits and is in compliance with all local, state and federal laws pertaining to the type of waste being disposed.

16. BID PROTEST PROCEDURES

Who May Protest

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

Time for Protest

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

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Services Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the

SUPPLEMENTAL CONDITIONS

protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

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

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

The decision of the Business Services Bureau Manager shall be final and conclusive.

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

17. 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.

18. EQUAL BENEFITS ORDINANCE

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

19. SMALL BUSINESS ENTERPRISE GOAL

There is a combined two percent (2%) Small Business Enterprise Goal associated with this request. See **Attachment F**.

20. LOCAL PREFERENCE: EXEMPT

Local Preference shall not apply to this bid, as the amount is estimated to be over \$100,000 annually.

SUPPLEMENTAL CONDITIONS

21. REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

<http://www.sos.ca.gov>

See **Attachment G**. Please include a printout of your business entity from the website.

22. DEBARMENT

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

23. ADDITIONAL WORK

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

24. SCOPE OF SERVICE

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

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

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

Contractor shall package, transport and dispose of all WASTE MATERIALS in accordance with all federal, state, county and local laws, rules, regulations and ordinances and Contractor shall dispose of all WASTE MATERIALS at facilities holding the appropriate permits and licenses for disposal.

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

SUPPLEMENTAL CONDITIONS

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

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

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

Contractor shall not co-mingle or consolidate WASTE MATERIALS with those in its possession collected from non-City sources without the specific written permission of the City.

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

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

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

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

Contractor must conduct all aspects of its operation in accordance with the City's NPDES permit and so as not to discharge to the municipal storm sewer system. Contractor shall defend, indemnify and hold harmless the City, its officials, board, commissions, employees and agents for Contractor's actions or inactions under the Contract, and for Contractor's failure to transport and dispose of WASTE MATERIALS, including but not limited to, payment of any fines and penalties.

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

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

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

SUPPLEMENTAL CONDITIONS

Contractor shall ensure that "clearance" air testing is performed prior to re-occupation of areas after completion of clean-up activities and provide bulk sampling as needed.

Contractor shall remove WASTE MATERIALS and any visible residue associated with the clean up at the work site.

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

25. ENVIRONMENTAL REQUIREMENTS

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

25.1 STORMWATER MANAGEMENT AND NATIONAL POLLUTANT DISCHARGE ELIMINATION PROGRAM (NPDES) REGULATIONS

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

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

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

SUPPLEMENTAL CONDITIONS

26. CITATIONS AND VIOLATIONS

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

Citations and violations Yes _____ No X
If yes please list on an additional sheet

27. BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

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

28. BILLING/INVOICING REQUIREMENTS

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

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

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

The Contractor shall provide either an electronic invoice (preferred) or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the

SUPPLEMENTAL CONDITIONS

City Department billing address specified in the purchase order. If the purchase order does specify a department billing address, the Contractor shall be responsible for contacting the Department that placed the order to obtain the correct "Bill To" address.

A list of the e-mail addresses setup to receive invoices shall be provided to the awarded Contractor.

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

The Contractor shall not invoice for service before services have been rendered. Payment will not be authorized until services have been received.

Invoices shall include all required certifications and reports as specified herein.

29. BILLING REQUIREMENTS

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

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

30. EMERGENCY CLEAN-UP RESPONSE BILLING PROCEDURES

Contractor shall bill the City from portal to portal from the time Contractor leaves its facility to the time it returns to the Contractor's yard or other approved facility (TSD). No additional time for cleaning, restocking or unloading will be permitted. There shall be no minimum time charged for emergency response personnel or trauma scene clean-up Monday – Friday 8 am to 5 pm. Additionally, 4 hour minimum for supervisors on trauma responses after 5 pm are not permitted.

31. DISPOSAL/DUMPING BILLING PROCEDURES

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

SUPPLEMENTAL CONDITIONS

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

32. MARK-UP COSTS

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

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

33. CITY CONTACTS

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

- A. Health Dept – Nelson Kerr, Environmental Health Manager, 562-570-4170
- B. Fleet Services Bureau – Patti Mobile, Analyst, 562-570-5403
- C. Fire Dept – April Tomecko, 562-570-2570
- D. Gas & Oil – Toni Juliano, 562-570-2073; Roland Garrels 562-570-2022
- E. Harbor – Pat Dickson, 562-283-7331
- F. Human Resources/Safety Officer – Emilyn Zuniga, City Safety Officer, 562-570-6476
- G. Library – Nancy Villaseñor, Analyst, 562-570-6944
- H. Parks, Recreation & Marine, Theresa Maceyka, Superintendent, 562-570-4879
- I. Public Service/Street Operations – Art Cox, Superintendent 562-570-2784
- J. Police Dept – William Norris, Management Analyst, 562-570-7194
- K. Airport – Fred Pena, Facilities Management Officer 562-570-1250
- L. Public Service/Traffic Operations – Michael Sickles, Superintendent, 562-570-3263
- M. Public Service/Facilities Management – Daniel Delatorre, Facilities Management Officer, 562-570-2756
- N. Water – Jennifer Rojas, Procurement & Warehouse Supervisor, 562-570-2405

34. PAYMENT DEDUCTIONS / CONTRACTOR NON-COMPLIANCE

Payments shall be made for monthly services completed in accordance with tasks identified in each "Bid Section" hereof for each City facility. No payments shall be made for non-performance of services.

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

SUPPLEMENTAL CONDITIONS

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

35. DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding and in addition to "Payment Deduction / Contractor's Non-Compliance" described previously, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) working days notice given by the City to do so.

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

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

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

36. CONTRACT ENFORCEMENT

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

37. TEMPORARY SUSPENSION OF WORK

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

The Contractor shall request permission of the City's representative(s), during City business hours, to temporarily suspend work wholly, or in part for such period as

SUPPLEMENTAL CONDITIONS

necessary due to unsuitable, unsafe, or hazardous work conditions or failure of the City to notify the Contractor of changes in locks, security codes or access to facilities.

38. SUBCONTRACTORS

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

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

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

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

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

39. INDEPENDENT CONTRACTOR

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

SUPPLEMENTAL CONDITIONS

40. VALIDITY

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

41. 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.

42. NON-INTERFERENCE

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

43. 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 that affect those employed hereunder, and Contractor's performance.

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

44. LIQUIDATED DAMAGES

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

SUPPLEMENTAL CONDITIONS

45. AIR RESOURCES REQUIREMENT

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

46. DAMAGE TO EXISTING STRUCTURES AND IMPROVEMENTS

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

47. CONTRACTOR'S VEHICLES

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

All vehicles used shall be in "good repair" and shall present a clean, professional appearance. Contractor's vehicles and equipment shall not be allowed to deposit oil, fluids, litter, foreign substances, or other debris on the premises where services are performed. The City reserves the right to require the Contractor to install "diapers" on any and all vehicles utilized, or remove vehicles from the premises until repaired to the satisfaction of the City.

For BID SECTION II Item #14 Dead fish, a boat will be required to retrieve this type of waste.

48. ACCESS TO CONTRACTOR'S RECORDS

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

SUPPLEMENTAL CONDITIONS

49. PUBLIC RECORDS REQUESTS

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

50. VENDOR CONTACT INFORMATION

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

PRIMARY CONTACT:

NAME: JUSTIN LEE

TITLE: SENIOR ADMINISTRATOR

ADDRESS: 925 WEST ESTHER ST., LONG BEACH, CA 90813

OFFICE
PHONE: 562.624.4120

FAX: 562.624.4127

CELL: 310.357.7800

EMAIL: JLEE@OCEAN-BLUE.COM

SECONDARY CONTACT:

NAME: MOONHO LEE

TITLE: CHIEF FINANCIAL OFFICER

ADDRESS: 925 WEST ESTHER ST., LONG BEACH, CA 90813

OFFICE
PHONE: 562.624.4120

FAX: 562.624.4127

CELL: 562.755.2297

EMAIL: MOONHOLEE@AOL.COM

SUPPLEMENTAL CONDITIONS

EMERGENCY CONTACT (24/7):

NAME: RON DARE

TITLE: PRESIDENT / PROJECT MANAGER

CELL: 562.755.0556

E-MAIL: RONDARE@OCEAN-BLUE.COM

BILLING CONTACT:

NAME: WENDY MEJIA

TITLE: ADMINISTRATOR

ADDRESS: 925 WEST ESTHER ST., LONG BEACH, CA 90813

OFFICE
PHONE: 562.624.4120

FAX: 562.624.4127

CELL: 562.884.3821

EMAIL: WMEJIA@OCEAN-BLUE.COM

SPECIFICATIONS

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

SPECIFICATIONS

	Comply YES	Comply NO
10. Contractor shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary in the performance of this work.	X	
11. Contractor shall perform the work in a safe, professional and workmanlike manner in accordance with generally accepted practices for the nature of the work which include but are not limited to: FED/OSHA, Cal/OSHA, BPA, Cal-EPA, California Water Resources Control Board and SCAQMD mandates.	X	
12. Contractor shall have facilities available to store contaminated vehicles.	X	
13. Does Contractor have a staff chemist? (Having a staff chemist is desirable but is not a requirement.)	X	
14. Does Contract have a boat for the pickup of dead fish?	X	

* NOTE (Item 1 thru 12) Failure to respond or a negative response may cause the bid to be considered non-responsive.

ATTACHMENT A

BID SECTION

ATTACHMENT A: BID SECTION
ITB-LB-14-123 Hazardous Waste Removal Services

All materials, supplies, equipment or services shall be FOB Destination City of Long Beach.

Sales Tax: Unit or Extension Prices stated herein shall not include sales tax.

NOTE: ALL COSTS MUST BE DISCLOSED IN THE BID SECTION. NO ADDITIONAL COSTS ARE ALLOWABLE FOR HAZARDOUS WASTE CLEAN-UP AND DISPOSAL.

SUMMARY OF BID ITEMS

SECTION 1 EMERGENCY AND NON-EMERGENCY RESPONSE

Contractor shall bill labor cost at straight time for all work performed.

*Overtime will be reimbursed if employee is at the site more than eight (8) hours.

** Double time shall be billed if work is performed on federal holidays.

Contractor shall quote labor rates and provide explanations as required herein:

1. LABOR CLASSIFICATION

		Straight Time Per Hour	Over Time Per Hour	Double Time Per Hour
A	Hazmat Laborer	\$ 15.00	\$ 17.00	\$19.00
B	Hazmat Technician	\$ 41.00	\$ 47.00	\$55.00
C	Hazmat Leadman	\$ 41.00	\$ 47.00	\$55.00
D	Hazmat Supervisor	\$59.00	\$59.00	\$59.00
E	Health & Industrial Hygenist	\$ 41.00	\$ 47.00	\$55.00
F	Trauma Scene Practitioner	\$ 41.00	\$ 47.00	\$55.00
G	Chemist (desirable, but not required)	\$ 41.00	\$ 47.00	\$ 55.00

LABOR RATES (Contractor shall define the following classifications):

Straight Time: (please specify if a minimum time is billed for each call). NOTE: Minimum charges are not permitted for emergency response personnel or trauma scene clean-up Monday - Friday, 8 am - 5 pm. Additionally, minimum charges are not permitted for supervisors on trauma responses Monday - Friday, 8 am - 5 pm.

Monday through Friday from 8:00AM to 5:00PM. 4 - Hour Minimum for Personnel on Emergency response call-out after 5:00PM and before 8:00AM. No 4-Hour minimum on supervisors on trauma scene cleanup.

ATTACHMENT A: BID SECTION
ITB-LB-14-123 Hazardous Waste Removal Services

*Overtime: (please specify when overtime is paid).

Monday through Friday, before 8:00AM and after 5:00PM. All day on Saturdays.

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

Sundays and Holidays, New Year's Day, Labor Day, Martin Luther King Jr.'s Birthday, Veteran's Day
Memorial Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Columbus Day, Fourth of July.

2. VACUUM TRUCK WITH OPERATORS

Contractor shall bill vehicle cost for actual hours of work performed.

		Disposal Rate per hour
G	100 - 120 BBL (Steel)	\$ 70.00
H	60 - 70 BBL (Steel)	\$ 70.00
I	100 - 140 BBL (Stainless steel)	\$ 70.00

J	Vacuum truck holding charge beyond 24 ours: \$ <u>0.00</u> per 24-hour period.
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3. DISCOUNT

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

K	Emergency Response Labor rates classification not specified herein: <u>30</u> % Discount from: <u>Published Rates</u> dated: <u>January 1, 2014</u>
L	Non-Emergency Labor rate classifications: <u>30</u> % Discount from: <u>Published Rates</u> dated: <u>January 1, 2014</u>
M	Equipment, Materials and Supplies: <u>20</u> % Discount from: <u>Published Rates</u> dated: <u>January 1, 2014</u>

ATTACHMENT A: BID SECTION
ITB-LB-14-123 Hazardous Waste Removal Services

N	Vehicle Rate Sheet: <u>20</u> %
	Discount from: <u>Published Rates</u> dated: <u>January 1, 2014</u>

4. NET LANDED COST

For all items not listed above, Contractor shall indicate markup percentage on NET LANDED COST. Upon request from the City, Contractor shall submit evidence satisfactory to the City on NET LANDED COST, and by submitting this bid give permission to the City to inspect and verify shcuh cost from Contractor's records.

INDICATE MARK-UP PERCENTAGE ON YOUR NET LANDED COST FOR THE FOLLOWING:

O	Subcontractor and Rental Charges	<u>10.00</u> %
P	Disposal Charges	<u>10.00</u> %
Q	Laboratory Charges	<u>10.00</u> %

5. STORAGE CHARGES

Text	State storage charge for 55 gallon drums of hazardous waste after free period at Contractor's facility: <u>0.00</u> per drum/day.
NOTE: Specify other rate is appropriate (i.e. container, pound, etc.) For Health Dept only.	

None

Contractor shall state free day period allowed for drum storage:

All Days

ATTACHMENT A: BID SECTION
ITB-LB-14-123 Hazardous Waste Removal Services

Vehicle Storage and Pick-Up

Storage Charges

R	Storage Rates	\$0.00 (vehicles delivered by the City to the Contractor's storage facility)
S	Pick-up Charges	\$0.00 (vehicles delivered by the City to the Contractor's storage facility)

T	EMERGENCY PICK-UP	20 minutes after receipt of call or order (Contractor must respond to EMERGENCIES within 30 minutes after receipt of call or order.
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U	NON-EMERGENCY PICK-UP	One days after receipt of call or order (Contractor must respond to NON-EMERGENCIES within 2 days after receipt of call or order.
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Payment Terms: Net 30 Days

SECTION 2 NON-EMERGENCY							
Item	Description	Container	Est Annual Amt	Minimum Pick-up	Unit Price	Extension Price	Notes
1	Oil/floor sweep absorbent	55 gal 17H drum	180 dr	15 dr	\$22.00	\$3,960.00	
2	Asbestos material (brake dust)	Plastic within 55 gal drum	1 time/yr	1 dr	\$45.00	\$45.00	
3	Asbestos material (building)	55 gal	8 dr	2 dr	\$45.00	\$360.00	
4	Asbestos material (with fecal impregnation)	55 gal	4 dr	2 dr	\$22.50	\$90.00	
5	Furnish 55 gal drums (empty) open tip with or without lids	55 gal 17H drum	180 dr	5 dr	\$37.50	\$6,750	
6	Paint thinners	55 gal	8 dr	2 dr	\$104.50	\$836.00	
7	Asphalt emulsion – semi-solid	55 gal	12 dr	2 dr	\$65.00	\$780.00	
8	Petroleum residues in absorbent or sand, mixed, partially solid	55 gal	25 dr	2 dr	\$50.00	\$1,250.00	
9	Lead waste (building)	55 gal	1 dr	1 dr	\$105.00	\$105.00	
10	Solidified water-base paint	55 gal	2 dr	2 dr	\$40.00	\$80.00	

ATTACHMENT A: BID SECTION
ITB-LB-14-123 Hazardous Waste Removal Services

Item	Description	Container	Est Annual Amt	Minimum Pick-up	Unit Price	Extension Price	Notes
11	Waste oil/recycled (non-chlorinated)		10,000 gal		\$0.05	per gallon	Contractor shall pay to City
12	Oily waste water		5,000 gal		\$0.25	per gallon	
13	Solid surcharge				\$1.50	per gallon	
14	Dead fish	55 gal drum	1 time/year	1 drum	\$20.00	per drum	A boat will be required
15	Feces	5 gallon	12 times per year	5 gallons	\$20.00	per 5 gallons	
14	Anti-freeze		36 drums		\$0.45	per gallon	to recycle on site or to pay City for waste anti-freeze
15	Vacuum truck (for oily waste water pick-up only)				\$0.07	per gallon	
16	Chor-D-TECT				\$10.00	each	
17	Copper wire				\$1.00	each	
18	Vacuum truck (sewage sediment)				\$70.00	per hour	
19	Vacuum truck (storm drain sump sediment)				\$70.00	per hour	
20	Solid surcharge (if applicable)				\$0.000	per gallon	
21	Additional charge for quantities less than minimum pick-up				\$221.65		
22	Minimum pick-up charge				\$0.00		

Indicate cost mark-up, if applicable for the following disposal fees:

23	A) Class I facility	Contractor cost plus <u>0</u> %
24	B) Incineration facility	Contractor cost plus <u>0</u> %
25	C) PCB facility	Contractor cost plus <u>0</u> %
26	Upon request, evidence satisfactory to the City shall be submitted on Contractor cost, and permission given to inspect and verify such costs from the Contractor.	

Please quote discount from Contractor's published price list for the following classifications:

27	A) Labor	<u>30</u> % discount
28	B) Materials/Supplies	<u>20</u> % discount
29	C) Miscellaneous equipment, Lab reports, etc	<u>20</u> % discount

ATTACHMENT B

REFERENCES

REFERENCES

REMOVED

ATTACHMENT C

LIST OF DISCONTINUED CONTRACTS

LIST OF DISCONTINUED CONTRACTS

REMOVED

ATTACHMENT D

W-9/VENDOR APPLICATION

**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) Ocean Blue Environmental Services, Inc.		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 925 West Esther St.	Requester's name and address (optional)	
	City, state, and ZIP code Long Beach, CA, 90813	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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.

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

Social security number	Employer identification number																
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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), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 9/10/14
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

VENDOR APPLICATION FORM

Company Name Ocean Blue Environmental Services, Inc.
(same as line 1 on W9):

DBA Name Ocean Blue Environmental Services, Inc. leave blank if not applicable
(same as line 2 on W9):

Federal Tax ID Number (or SSN): [REDACTED] required (this number is a fed tax id: ssn:)

Web Address: [REDACTED] leave blank if not applicable

Purchase Order Address: 925 West Esther St.

Attn: Justin Lee

City: Long Beach

State: CA Zip Code: 90813

Contact Name: Justin Lee

E-mail: jlee@ocean-blue.com

Phone Number: 562-624-4120 i.e. 562-555-1234

Fax: 562-624-4127 i.e. 562-555-5678

Toll Free: 800-990-9930 i.e. 800-555-2468

If 'remit to' address is the same as the purchase order address; put SAME in first box only.

'Remit to' Address: SAME

Attn:

City:

State: Zip Code:

Contact Name:

E-mail:

Phone Number: i.e. 562-555-1234

Fax: i.e. 562-555-5678

Toll Free: i.e. 800-555-2468

Type of Ownership:

Individual Partnership Corporation LLC Nonprofit Government

Composition of Ownership (At least 51% of ownership of the organization) (check all that apply)

MBE WBE Local DBE Certified SBE Certified Micro

State certification number: 9147

ATTACHMENT E

EQUAL BENEFITS ORDINANCE (EBO)

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

Signature:  Date: 9/10/14

Business Entity Name: Ocean Blue Environmental Services, Inc.

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Ocean Blue Environmental Services, Inc Federal Tax ID No.
Address: 925 West Esther St.
City: Long Beach State: CA ZIP: 90813
Contact Person: Justin Lee Telephone: 562.624.4120
Email: jlee@ocean-blue.com Fax: 562.624.4127

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes X No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? X 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?
 X Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 X 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? X 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 10 day of September, 2014, at Long Beach, CA

Name Moonho Lee

Signature 

Title Chief Financial Officer

Federal Tax ID No. 

ATTACHMENT F

SBE

There will be a combined SBE/VSBE/LSBE goal of 2% on this contract.



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

INSTRUCTIONS ON HOW TO BECOME CERTIFIED AS A SMALL BUSINESS

There is a combined Small Business Enterprise (SBE) goal associated with this project. Please fill out the attached form COLB Commitment Plan to show your percentage of participation as a small business for this project. Please go to our website at www.longbeach.gov/purchasing and edit your profile, if you have not already done so, to make sure you become certified with the City of Long Beach as a small business. If your company is not eligible to become a small business, please perform the good faith effort. Please see a sample of the place where you can be certified on Planetbids.

PROFORMA CM (VENDOR ID: 184577)

Company Info	Additional Addresses	Classifications/Licenses	Other Business Info	Category/Description	Emergency Operations	Small Business Certification
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Would you like to be certified as a Small Business? YES NO

Small Business (SBE) Certification Status

Current Status

Classification Categories

at least one category must be chosen

Financial Year Information

Gross Annual Receipts for

2010

2009

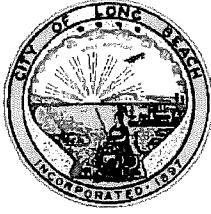
3 Year Average Gross Receipts

Fiscal Year Begins

Business Affiliation

During the previous three (3) Tax Years, this owner:

- YES NO had ownership interest in another business
- YES NO performed management duties for another business
- YES NO had a family member(s) engaged in a similar business
- YES NO had a financial relationship with another business consisting of loans, and/or assistance to meet bonds, security or credit requirements
- YES NO shared employees, facilities, equipment or systems with another business



CITY OF LONG BEACH

**DEPARTMENT OF FINANCIAL MANAGEMENT
Business Relations Bureau**

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

PARTICIPATION INSTRUCTIONS

Rev. July 28, 2009

PROJECT:

July 28, 2009

1 of 8

Small Business Enterprise (SBE) Program ♦ Participation Instructions

18-LB-14-123

INSTRUCTIONS TO BIDDERS

SUMMARY

This Small Business Enterprise ("SBE") Program shall apply to all City Manager Departments, in accordance to Ordinance #ORD-09-0005, adopted April 7, 2009 and enacted on May 13, 2009 (Attachment A).

Each prospective bidder who is successful in a bid to provide goods or services to the City must comply with the City's SBE policy.

I. Small Business Enterprise (SBE) Certification

Only those Small Business Enterprises certified by City of Long Beach Business Relations Bureau shall be eligible for the fulfillment of the SBE participation goal. SBE listings may be obtained from the Department of Financial Management, Business Relations Bureau, Purchasing Division. If a Small Business Enterprise elects to compete for city business without being certified as such, they may do so, but any bid submitted will not be counted towards fulfillment of the SBE participation goal.

An SBE desiring certification with the City of Long Beach must complete the online certification process. The online certification process can be viewed and completed at the following link:

<http://www.longbeach.gov/purchasing>

Upon receipt, the Business Relations Bureau will review the application and determine SBE certification status. In addition, the vendor will be eligible to receive notices to bid on their selected commodities or services.

II. SBE Participation Goal

The Long Beach City Council has established an overall 20% goal in all procurement categories for Small Business Enterprise program participation with the following City Manager Departments:

- Department of Public Works
- Department of Gas & Oil
- Department of Parks, Recreation and Marine

The exception of goals established by the Manager of Business Relations Bureau on a contract-by-contract basis based on market availability and useful function within the contract.

The SBE Participation goal can be achieved in the following manner(s):

- a) **Non-SBE prime contractors/consultants** shall meet the combined SBE/VSBE/LSBE participation goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.
- b) **SBE & LSBE prime contractors/consultants** are deemed to have met the SBE component of the combined SBE/LSBE participation goal, but shall meet the VSBE component of the goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.
- c) **VSBE prime contractors/consultants** are deemed to have met both components of the combined SBE/VSBE participation goal.

Small Business Enterprises – Eligibility Requirements

I. SBE, VSBE and LSBE Eligibility

- a) **SBE** eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards either by the average gross annual revenue or by the number of employees, based on North American Industrial Classification System (NAICS) codes. The current table of size standards can be accessed on the SBA website at www.sba.gov/ca/la. Examples of maximum gross annual revenue averaged over the past three years to qualify as an SBE: general contractor \$33.5 million; specialty trade contractor \$14.0 million; engineering services \$4.5 million.
- b) **VSBE** eligibility is determined utilizing maximum allowable annual gross revenues consistent with those of the State of California's Department of General Services' "micro-business" designation. The current guidelines for this designation can be accessed on the State of California's website at <http://www.pd.dgs.ca.gov/smbus/default.htm>.
- c) Local Small Business Enterprise (**LSBE**) eligibility shall be determined by the criteria established in Municipal Code section 2.84.030, subdivisions (1) and (2), <http://www.municode.com/resources/gateway.asp?pid=16115&sid=5> in addition to the SBE eligibility criteria described in section a, above.

SBE/VSBE/LSBE Good Faith Effort

Good Faith Effort Evaluation Criteria for Contracts

A proposer whose proposal/SOQ fails to meet the SBE, VSBE or LSBE participation goal shall be found responsive if an acceptable Good Faith Effort (GFE) is demonstrated. The GFE should be submitted in a letter or memo showing the following information and attaching the related documentation in the bid packet. The following criteria shall be used in evaluating a proposer's GFE:

1. **Attend Pre-Proposal Meeting:** The proposer submitted written evidence that he/she attended the pre-proposal conference.

Tip: To receive credit for attending the pre-proposal meeting, the attendee must be a person who will be directly involved with the project, i.e., owner, project manager, etc. A copy of the sign-in sheet must be submitted. If no pre-proposal meeting is held, the proposer will receive 10 points credit for this criterion.

2. **Subdivide the Work:** The proposer prepared and followed a plan to subdivide the work into disciplines or work elements that could be economically performed by small businesses. It is the proposer's responsibility to demonstrate that sufficient work was made available to SBEs, VSBEs and LSBEs to meet contract requirements (combined SBE/VSBE/LSBE goal established for that contract).

Tip: The work should be subdivided into categories or disciplines to allow for maximum SBE, VSBE and LSBE participation. For example:

<i>Name of Project:</i>	<u><i>Pipeline Relocation Design</i></u>
<i>Work Elements:</i>	<i>Civil engineering – 70%</i>
	<i>Geotechnical – 10%</i>
	<i>Structural engineering – 10%</i>
	<i>Mechanical engineering –10%</i>

3. **Advertise:** The proposer submitted written evidence of commercial advertising for small business subconsultants, subcontractors, vendors and/or suppliers at least 14 calendar days prior to the proposal/SOQ due date. A copy of the advertisement, showing the advertisement date(s), name of publication, type of work and amount of work being solicited, must be provided.

Tip: A copy of the advertisement must be provided, including the date(s) of advertisement and name of the publication.

4. **Use Public Databases:** The proposer submitted written evidence of using the City's SBE/VSBE/LSBE database, small business, minority business, and

women-owned business associations, and chambers of commerce to help solicit small businesses. In addition, databases from the agencies below are available.

- Metropolitan Water District
<http://www.mwdh2o.com/mwdh2o/pages/business/business01.html>
- Los Angeles Community College District
http://www.build-laccd.org/bidding_and_contracting/index.asp?pg=oao

5. **Provide Relevant Information to Small Businesses:** The proposer submitted written evidence that he/she has provided interested small businesses with information about the requirements of the contract at least 14 calendar days prior to the proposal/SOQ due date.

Tip: Submitting the information included in the ad copy and also in direct written solicitations satisfies this requirement.

6. **Directly Solicit Small Businesses:** The proposer submitted written evidence of directly soliciting small business subconsultants. A copy of the written notices sent directly to SBEs, VSBEs and LSBEs must be provided. A direct solicitation should include the type of work, amount of work, and a brief specific description of the work being solicited.

Tip: Written evidence must include the following information: name of agency, name of project, company name, scope of work required, date of contact, method of contact (in-person, phone, fax, email), person contacted, result of contact (waiting for response, waiting for proposal/SOQ, left message, no answer, etc.).

7. **Conduct Follow-Up:** The proposer submitted written evidence of specific activities used to follow up initial solicitations in preparing the proposal/SOQ.

Tip: Follow-up activities must include documentation of repeat contact efforts if the first contact was unsuccessful.

8. **Offer Assistance:** The proposer demonstrated that he/she has offered to assist small businesses in obtaining bonding, insurance or equipment.

Tip: Negotiations include give-and-take by both parties with the intention of reaching a mutually satisfactory agreement. This includes responding in writing to proposals/SOQs from small businesses.

9. **Negotiate:** The proposer submitted written evidence that he/she has negotiated in good faith with interested small businesses. Documentation must include company name, contact person, method of contact, and specific items that were

negotiated (scope of work, materials, equipment, insurance, bonding, personnel, timing of project, etc.)

Tip: Submitting the offer to assist with bonding/insurance/equipment included in the ad copy and also in direct written solicitations satisfies this requirement.

- 10. Document proposal (price) and negotiation results:** For any negotiations which were unsuccessful and/or proposals received but not accepted, the proposer submitted the unsuccessful proposer's company name, telephone number, contact person, price proposed, and the reason for rejecting the proposal. If price was the reason for rejecting the proposal, the proposer listed the price proposed by both the SBE/VSBE and the low proposer for that element of work.

Note: For successful proposals/SOQs, Contractor must submit the name of the successful proposer(s) on COLB Form SBE-2P - SBE/VSBE Commitment Plan for Professional Services Contracts. Please refer to the ITB or RFP for submittal deadlines.

Each of the 10 criteria will be assigned 10 points and will be graded with 0 or 10 points; there is no partial credit. The proposer must achieve a score of 70 out of a possible 100 points in order for the SBE Administrator to determine that the proposer has made an acceptable GFE.

SBE/VSBE/LSBE Commitment Plan

For SBE designated contracts, prime contractors must submit a completed SBE Commitment Plan Form (Attachment B) to the City of Long Beach, Business Relations Bureau listing information for each SBE used for contract goal satisfaction or a good faith effort explaining why the goal could not be reached. The Business Relations Bureau will approve the initial SBE commitment or good faith effort submitted by the prime contractor. The Business Relations Bureau office is responsible for approving any revisions to the contract SBE commitment approved by City of Long Beach.

For a prime contractor to request a revision to its approved contract SBE commitment, it must submit a Substitution Replacement Form (Attachment C) to the City for approval. (Contact Business Relations Bureau at [562] 570-6200 for more information on this form.) Upon receipt of this form, the City will implement the following procedure:

1. Contact the SBE subcontractor being terminated or replaced to verify information provided by the prime contractor.
2. Do not consider a more advantageous subcontract with another subcontractor as a valid reason for SBE subcontractor termination or replacement.
3. Ensure the substitution procedure outlined in the contract SBE Special Provision is followed prior to approving the termination or substitution of an approved SBE subcontractor.
4. Obtain a completed SBE Commitment Plan form from the prime contractor with original prime contractor and SBE subcontractor signatures, for any new or replacement SBE subcontractors to be added to the previously approved contract SBE commitment. Ensure the following information is included with the SBE Commitment Plan form:
 - o items and quantity of work to be performed
 - o materials being supplied
 - o dollar value of subcontract, materials or services
 - o total amount of SBE commitment
 - o if the SBE is a material supplier, an explanation of the function performed
5. Notify the prime contractor and the Business Relations Bureau of the approval or denial of the SBE commitment revision. Forward the COLB Substitution/Change Form, the appropriate letter, and any file documentation to the prime contractor and BOP.

Notify the Business Relations Bureau if the SBE commitment revision request is not approved, and the prime contractor is in non-compliance with the contract SBE requirements.

INSTRUCTIONS FOR COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN FOR CONTRACTS

INSTRUCTIONS FOR SECTION 2

1. List all SBE/VSBE/LSBE subconsultants, vendors, suppliers, and other businesses that will render materials or services under this contract. Only list SBEs/VSBEs/LSBEs.
2. If the prime contractor is an SBE/VSBE/LSBE, list the prime first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database, accessible from the SBE/VSBE/LSBE Program page of the City's website (www.longbeach.gov/purchasing).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.

5. The prime contractor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:

a. locating the SBE/VSBE/LSBE on via the small business search function; and/or

b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.

6. Lower tier SBE/VSBE/LSBE subcontractors/subconsultants and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subconsultants must also be listed to receive participation credit. **See examples listed in the table in Section 2.**

7. The City reserves the right to request proof of payment from the prime contractor/subconsultant to the lower tier sub/vendor/supplier prior to contract close-out.

8. All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be render for the contract.

9. All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.

10. When listing the total dollar value of each SBE's/VSBE's/LSBE's subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.

11. Use multiple copies of this form if necessary.

CONTACT INFORMATION

For questions or assistance, please contact the Business Relations Bureau:

Department of Financial Management
Business Relations Bureau
333 W. Ocean Blvd., 7th Floor
Long Beach, CA 90802
(562) 570-6200 Telephone
(562) 570-5099 Fax
Email: sbe@longbeach.gov

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

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ORDINANCE NO. ORD-09-0005

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LONG BEACH RELATING TO A SMALL, VERY
SMALL AND LOCAL SMALL BUSINESS ENTERPRISE
PILOT PROGRAM FOR CERTAIN CITY CONTRACTS
WITH SPECIFIED CITY DEPARTMENTS, AND MAKING A
DETERMINATION RELATED THERETO

WHEREAS, the economic health of the City depends on the strength of all
its businesses, including small, very small and local small businesses that are sometimes
unable to compete with large-scale enterprises for City contracts; and

WHEREAS, the City desires to strengthen the City's economic base by
increasing the participation of small, very small and local small businesses in City
contracts; and

WHEREAS, in order to assure an effective outcome, a "pilot program" for a
period of one (1) year will be undertaken for specified City departments for applicable
City contracts and procurement opportunities;

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

Section 1. The City Council hereby adopts Exhibit "A," setting forth the
City of Long Beach Small, Very Small and Local Small Business Enterprise Program (the
"Program"), attached hereto and incorporated herein by this reference.

Section 2. The Program shall expire one (1) year from the date of
adoption of this ordinance, unless extended.

Section 3. The City Council hereby finds and determines that Exhibit "A"
is statutorily exempt from the provisions of the California Environmental Quality Act.

///

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

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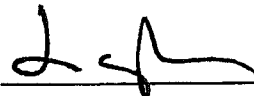
Section 4. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of April 7, 2009, by the following vote:

Ayes: Councilmembers: S. Lowenthal, DeLong, Schipske,
Andrews, Reyes Uranga, Gabelich,
Lerch.

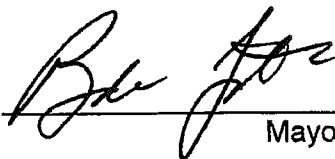
Noes: Councilmembers: None.

Absent: Councilmembers: O'Donnell.



City Clerk

Approved: 4/12/09
(Date)



Mayor

EXHIBIT A

The City of Long Beach Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Local Small Business Enterprise (LSBE) Pilot Program (the "Program").

1.0 Applicability

The Program shall apply to all applicable construction contracts, professional services contracts, and procurement activities undertaken by City of Long Beach Departments of Public Works and Parks, Recreation and Marine, funded with City general fund revenues and/or federal funds, except those subject to 49 CFR 26, "Disadvantaged Business Enterprises (DBE) Program" or those requiring compliance with the City's Section 3 program, and the Department of Gas and Oil, funded with gas or oil revenue. The Program shall not apply to projects or purchases using Tidelands funds or funds from the South East Resource Recovery Facility (SERRF) or projects performed by oil contractors Thums and Tidelands.

2.0 Policy

2.1 The City shall promote utilization of Small Business Enterprises (SBEs), Very Small Business Enterprises (VSBEs) and Local Small Business Enterprises (LSBEs) on construction contracts, professional services contracts, and purchase orders.

2.2 The goal of the Program is to provide the City with more competition, lower costs, and better community participation by reducing barriers to small and local business participation in the City's contracting and procurement process.

2.3 The Program shall be administered in a streamlined and cost effective manner by the City's Business Services Manager, operating under the appropriate bureau managing director, division director, and section manager.

2.4 For the Department of Parks, Recreation and Marine, VSBE participation will not be tracked separately from SBE participation, due to the large number of small contracts (less than \$100,000) and the administrative costs of tracking SBEs and VSBEs separately.

3.0 Program Structure

The Program was established by an ordinance adopted on _____, 2009 by the City Council of the City of Long Beach, and became effective on _____, 2009.

4.0 Program Applicability to Non-SBE Firms, SBE Firms and VSBE Firms

4.1 Non-SBE prime contractors/consultants/vendors shall meet the combined SBE/VSBELLSBE participation goal, or document and submit an acceptable Good Faith Effort, for their bid or proposal to be deemed responsive.

4.1.1 The Department of Public Works shall identify and may exempt from the requirements of this Program any project requiring compliance with the City's Section 3 Program, established by federal court consent decree. In cases where a determination is made to exempt a project due to the Section 3 requirements, submission of a Good Faith Effort shall not be required for a bid or proposal to be deemed responsive.

4.2 SBE prime contractors/consultants/vendors, certified through the City's online SBE/VSBE/LSBE database and verified by the City, are deemed to have met the SBE component of the combined SBE/VSBE/LSBE participation goal, but shall meet the VSBE component for the goal, or document and submit an acceptable Good Faith Effort, for their bid or proposal to be deemed responsive.

4.3 City-certified SBE prime contractors/consultants/vendors who also qualify as a Very Small Business Enterprise (VSBE) based upon the Business Services Manager's review of qualifying information are deemed to have met both components of the combined SBE/VSBE/LSBE participation goal.

4.4 The City encourages all prime contractors/consultants/vendors to utilize small business subcontractors and subconsultants, whether at a first tier or lower tier sub level, as well as vendors and suppliers. Lower tier subs and vendors/suppliers must provide services/materials directly related to the project or they will not qualify to meet the goal.

5.0 SBE, VSBE and LSBE Eligibility

5.1 SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards, based on North American Industrial Classification System (NAICS) codes. The current table of size standards can be accessed on the SBA website at www.sba.gov/ca/la. Examples of maximum gross annual revenue averaged over the past three years to qualify as an SBE: general contractor \$31.0 million; specialty trade contractor \$13.0 million; engineering services \$4.5 million.

5.2 VSBE eligibility is determined utilizing maximum allowable annual gross revenues consistent with those of the State of California's Department of General Services' "micro-business" designation.

5.3 Local Small Business Enterprise (LSBE) eligibility shall be determined by the criteria established in section 2.84.030, subdivisions (1) and (2), in addition to the SBE eligibility criteria described in section 5.1, above.

6.0 Annual SBE/VSBE/LSBE/LSBE Goals, Individual Contract Goals, Division Goals

6.1 For the first year of the Program, annual City-wide SBE/VSBE/LSBE goals for participation shall be twenty percent (20%) for procurement and contracting of services, which include ten percent (10%) general SBE participation; five percent (5%) LSBE participation and five percent (5%) VSBE participation.

6.2 In order to meet the established goals, the Program Manager for each contract will consult with the Business Services Manager. Goals may be adjusted due to the number of qualified SBE/VSBE/LSBE firms available to provide the required services. If the dollar value of the work elements of a contract that can be performed by SBEs, VSBEs and/or LSBEs is high, the contract will have a higher SBE, VSBE and/or LSBE participation goal than one where only a small portion of the work could be competitively performed by SBEs, VSBEs or LSBEs.

6.3 The following is a method for determining SBE/VSBE/LSBE contract goals. Starting with a detailed cost estimate for each contract, the contract Program Manager will identify the types and amounts of work to be performed in the contract using universal codes established by the North American Industrial Classification System (NAICS). The Business Services Manager will research government and City databases and locate potential small

businesses for each work discipline. The goals are then established based on two factors: (1) the number of SBEs/VSBEs/LSBEs available to perform a work discipline; and (2) the amount of work in the contract scope that the discipline represents.

6.4 For City contracts that do not have an assigned contract-specific SBE/VSBE/LSBE goal, additional targeted outreach to SBEs/VSBEs/LSBEs will be conducted, and every effort will be made to award the work to a small business.

6.5 Certain categories of work are exempted from the Program requirements for compelling reasons after consultation with the Business Services Manager and approval by appropriate division director.

7.0 Definitions of "Subcontractor" and "Vendor/Supplier"

7.1 A "Subcontractor" is defined as an individual, firm, or entity having a direct contract with the prime contractor or with any other subcontractor to perform a portion of the subject contract. A subcontractor must have a valid State of California Contractor's License to the extent required by law.

7.2 A "Vendor/Supplier" is defined as an individual, firm, or entity providing materials or supplies directly to the subject contract. For a prime contractor to receive participation credit for utilizing an SBE/VSBE/LSBE vendor or supplier under the City's SBE/VSBE/LSBE Program, the materials/supplies must be directly applicable to the subject contract or City facility.

8.0 City's SBE/VSBE/LSBE Database: Vendor Registration and SBE Certification

8.1 All firms (large and small) wishing to do business with the City are strongly encouraged to register with the City's online database. Vendor registration is relatively simple and quick. A link to vendor registration is provided from the SBE/VSBE/LSBE Program page on the City's website.

8.2 All SBE/VSBE/LSBE firms listed on a City contract (prime contractor/consultant, subcontractors/subconsultants, vendors and suppliers) are required to register with, and obtain SBE certification from, the City's online vendor database, in order to receive credit toward the established SBE/VSBE/LSBE goal for that contract.

8.3 For the prime contractor/consultant to receive credit for a small business as part of the prime's commitment to meeting the established SBE/VSBE/LSBE goal for a contract, the SBE must be certified by the due date of the prime's SBE/VSBE/LSBE Commitment Plan (COLB Form SBE- or SBE-).

8.4 To apply for VSBE status, the small business must check the "VSBE" box on its online SBE certification application. Separate VSBE certifications will not be issued. The City will determine VSBE eligibility at the time of review of the prime contractor's/consultant's SBE/VSBE/LSBE Commitment Plan.

8.5 Prior to contract award, SBE, VSBE and LSBE status shall be verified and may be audited by the City.

9.0 Bidders' Commitment to Meeting the Established SBE/VSBE/LSBE Participation Goals

9.1 All construction contract bidders shall submit a completed SBE/VSBE/LSBE Commitment Plan for Construction Contracts indicating the dollar value and percentage of SBE/VSBE/LSBE contract participation.

9.2 The City may, in its discretion, allow bidders up to three (3) additional business days to submit Good Faith Effort documentation. A bidder that does not meet the SBE/VSBE/LSBE participation goals and does not submit its GFE documentation is declared non-responsive and may forfeit its bidder's bond.

9.3 If all three lowest bidders are declared non-responsive, the fourth-lowest bidder shall submit its SBE/VSBE/LSBE Commitment Plan (COLB Form SBE-) within 48 hours of written request by the City. The bidder's Commitment Plan will be evaluated by the Business Services Manager. If the bidder does not meet the combined SBE/VSBE/LSBE participation goal established for that contract, the bidder shall submit its Good Faith Effort documentation within 48 hours of request by the City.

9.4 Bidders that do not meet the SBE, VSBE or LSBE participation goal shall be deemed non-responsive unless they demonstrate that they have made an acceptable Good Faith Effort to meet the SBE/VSBE/LSBE participation goals.

9.5 Within three business days of being informed by the City that a firm is non-responsive because it has failed to meet the SBE/VSBE/LSBE participation goal and has not documented an acceptable Good Faith Effort (GFE), the bidder may request administrative reconsideration. The bidder shall make this request in writing to appropriate Managing Director who will serve as the SBE Reconsideration Official. The SBE Reconsideration Official will not be involved in the initial evaluation of the bidder's GFE. Contractors shall forfeit their right for reconsideration if they fail to act within three business days.

9.6 The reconsideration process provides an opportunity for the affected bidder to meet with the SBE Reconsideration Official to discuss the basis of the City's determination of non-responsiveness. The SBE Reconsideration Official will send the affected bidder a written decision on reconsideration, via certified mail, explaining the basis for finding that the bidder did or did not meet the participation goal or demonstrate an acceptable Good Faith Effort.

10.0 Proposers' Compliance with SBE/VSBE/LSBE Participation Goals

10.1 All proposers shall submit, with their proposal or Statement of Qualifications, a completed COLB Form SBE- : SBE/VSBE/LSBE Commitment Plan for Professional Services Contracts, indicating the estimated dollar value and percentage of SBE/VSBE/LSBE contract participation. This will demonstrate the proposer's ability or intent to meet the SBE/VSBE/LSBE participation goals.

10.2 If, during the evaluation process, the City finds that the proposer was unable to show ability or intent to meet the SBE/VSBE/LSBE goals assigned to the project, the proposer will be required to submit a Good Faith Effort in order to continue in the selection process.

10.3 Consultants shall indicate SBE/VSBE/LSBE participation levels prior to receiving authorization for a work task.

10.4 After negotiations have been completed and the Consultant contract is executed, achieving the SBE/VSBE/LSBE goal is a contractual commitment and can only be altered with

written approval of the appropriate City division director, for unusual instances such as a change in scope of services.

11.0 Bidder and Proposer Compliance with Good Faith Effort Evaluation Criteria

A bidder/proposer whose bid or proposal fails to meet the SBE, VSBE or LSBE participation goal shall be found responsive if an acceptable Good Faith Effort is demonstrated. The following criteria shall be used in evaluating a bidder's/proposer's GFE:

11.1 Attend Pre-Bid/Pre-Proposal Meeting: The bidder/proposer submitted written evidence that he/she attended the pre-bid conference or pre-proposal meeting.

11.2 Subdivide the Work: The bidder/proposer prepared and followed a plan to subdivide the work into disciplines or work elements that could be economically performed by small businesses. It is the bidder's/proposer's responsibility to demonstrate that sufficient work was made available to SBEs, VSBEs and LSBEs to meet contract requirements.

11.3 Advertise: The bidder/proposer submitted written evidence of commercial advertising for small business subcontractors/subconsultants at least 14 calendar days prior to the bid/proposal due date. A copy of the advertisement showing the advertisement date(s), name of publication, type of work and amount of work that is being solicited, must be provided.

11.4 Use Public Databases: The bidder/proposer submitted written evidence of using the City's SBE/VSBE/LSBE database, shall business, minority business, and women-owned business associations, and chambers of commerce to help solicit subcontractors.

11.5 Provide Relevant Information to Small Businesses: The bidder/proposer submitted written evidence that he/she has provided interested small business with information about the requirements of the contract, and how to obtain plans and specifications, at least 14 calendar days prior to the bid/proposal due date.

11.6 Directly Solicit Small Businesses: The bidder/proposer submitted written evidence of directly soliciting for small business subcontractors/subconsultants. A copy of the written notices sent directly to SBEs, VSBEs and LSBEs must be provided. A direct solicitation should include the type of work, amount of work, and a brief specific description of the work being solicited.

11.7 Conduct Follow-Up: The bidder/proposer submitted written evidence of specific activities used to follow up initial solicitations in preparing the bid/proposal.

11.8 Offer Assistance: The bidder/proposer demonstrated that he/she has offered to assist small businesses in obtaining bonding, insurance or equipment.

11.9 Negotiate: The bidder/proposer submitted written evidence that he/she has negotiated in good faith with interested small businesses. Documentation must include company name, contact person, method of contact, and specific items that were negotiated (scope of work, materials, equipment, insurance, bonding, personnel, timing of project, etc.).

11.10 Document Bid and Negotiation Results: For any negotiations which were unsuccessful and/or bids/proposals received but not accepted, the bidder/proposer submitted the unsuccessful bidder's/proposer's company name, telephone number, contact person, price bid (if applicable), and the reason for rejecting the bid or proposal. If price is the reason for

rejecting the bid/proposal, list the price bid by both the SBE/VSBE/LSBE and the low bidder for that element of work.

Each of the 10 criteria will be assigned 10 points. The bidder/proposer must achieve a score of 70 out of a possible 100 points in order for the Business Services Manager to determine that the bidder/proposer has made an acceptable Good Faith Effort (GFE).

For detailed GFE submittal instructions and specific examples, log on to www._____ and click on "Good Faith Effect Evaluation criteria and Submittal Instructions."

12.0 Utilization/Substitution of SBEs/VSBEs/LSBEs on Construction Contracts

12.1 During the term of the contract, the prime Contractor shall be required to utilize all Subcontractors (as defined in Section 7.0 of this document) listed on its SBE/VSBE/LSBE Commitment Plan (COLB Form SBE-), in the amount and percentage specified on the form. Any SBE/VSBE/LSBE subcontractor substitution will require prior written approval by the appropriate City division director, and must meet all State laws and statutes.

12.2 All Subcontractors listed on COLB Form SBE- , who defined work is greater than ½ of one percent of the prime contract value, must be listed on the bidder's list of Subcontractors submitted with the bid documents. If an SBE/VSBE/LSBE Subcontractor is added after submittal of the bidder's list of Subcontractors, the bidder shall follow Subcontractor listing/substitution procedures pursuant to Public Contract Code 4107 et al.

12.3 If a prime Contractor substitutes an SBE/VSBE/LSBE vendor/supplier, the Contractor shall provide proof, to the satisfaction of the appropriate City division director, that a good faith effort was made to replace that vendor's/supplier's participation percentage with another SBE/VSBE/LSBE firm, to meet the combined SBE/VSBE/LSBE participation percentage specified on the Contractor's SBE/VSBE/LSBE Commitment Plan (COLB Form SBE-). At project close-out, if the prime Contractor fails to meet the combined SBE/VSBE/LSBE participation percentage specified on its SBE/VSBE/LSBE Commitment Plan, or fails to provide proof that it made a good faith effort to do so, the Contractor may be considered to be in material breach of contract (refer to Section 16.0).

13.0 Utilization/Substitution of SBEs/VSBEs/LSBEs on Professional Services Contracts

13.1 During the term of the contract, the prime Consultant shall be required to utilize all subconsultants listed on its SBE/VSBE/LSBE Commitment Plan (COLB form SBE-), unless the City approves a change in scope of work that would eliminate or reduce the utilization of an SBE, VSBE or LSBE subconsultant. Any SBE/VSBE/LSBE subconsultant substitutions require prior written approval by the appropriate City division director.

13.2 If a prime Consultant substitutes an SBE/VSBE/LSBE vendor/supplier, the Consultant shall provide proof, to the satisfaction of the appropriate City division director, that a good faith effort was made to replace that vendor's/supplier's participation percentage with another SBE/VSBE/LSBE firm, to meet the combined SBE/VSBE/LSBE participation percentage specified on the Consultant's SBE/VSBE/LSBE Commitment Plan.

14.0 Contract Amendments

If the City approves a change order or contract amendment, the SBE/VSBE/LSBE participation goals may, at the sole discretion of the appropriate City division director, apply to the change

order or contract amendment. If the additional work can be performed by SBEs, VSBES or LSBES that are already part of the Contractor's/Consultant's team, the SBE/VSBE/LSBE participation goals shall apply to the entire contract, including the amendment.

15.0 Contract Monitoring

15.1 The prime Contractor/Consultant shall report the dollar value of payments to small businesses at project close-out. This data will be verified. Construction contractors shall submit a completed COLB Form SBE- (SBE/VSBE/LSBE Monthly Utilization Report for Construction Contracts), and consultants shall submit a completed COLB Form SBE- (SBE/VSBE/LSBE Monthly Utilization Report for Professional Services Contracts).

15.2 If a firm's SBE, VSBE or LSBE status changes prior to contract award, the firm will not receive SBE/VSBE/LSBE status for that City contract.

15.3 If an SBE, VSBE or LSBE firm listed on a prime Contractor's/Consultant's SBE/VSBE/LSBE Commitment Plan (POLB Form SBE-2C or SBE-2P) loses its SBE or VSBE status prior to contract award, the Contractor/Consultant shall replace the affected SBE/VSBE/LSBE dollar amount/percentage and shall submit for approval, a revised COLB Form SBE- or SBE- , in order to proceed with contract award.

15.4 If a firm's SBE, VSBE or LSBE status changes during the term of a contract, work performed on that contract after the firm loses its certification will continue to be credited toward meeting the SBE, VSBE or LSBE participation goal. However, the firm will not be able to receive SBE/VSBE/LSBE status on subsequent City projects unless the firm is subsequently re-certified as an SBE, VSBE or LSBE.

15.5 Substitution of any SBE, VSBE or LSBE subcontractor/subconsultant listed on a prime Contractor's/Consultant's SBE/VSBE/LSBE Commitment Plan must be approved by the appropriate City division director.

15.6 {For Construction Contracts only} Nothing herein shall be construed to supersede or limit the requirements for contractor substitutions provided in Section 4100 et seq. of the California Public Contract Code.

15.7 The Construction Manager, Program Manager, Business Services Manager, or their designee may conduct site visits and subcontractor/subconsultant/vendor/supplier interviews and telephone calls to verify proper and full utilization of SBEs, VSBES and LSBES to meet contract requirements. Prime contractors/consultants/vendors and SBEs/VSBES/LSBES shall fully cooperate with such monitoring.

16.0 Contract Compliance

16.1 The Prime Contractor/Consultant may be considered in material breach of contract for any one or more of the following violations:

16.1.1 Failure to submit, in a timely manner, a SBE/VSBE/LSBE Monthly Utilization Report (COLB Form SBE- or SBE-);

16.1.2 Failure to correct discrepancies found on COLB Form SBE- or SBE- ;

16.1.3 Falsifying or misrepresenting any information provided to the City, including information provided on the City's online SBE/VSBE/LSBE database;

16.1.4 Substituting a SBE/VSBE/LSBE subcontractor/subconsultant without prior written City approval; and/or

16.1.5 Failure to meet the committed SBE/VSBE/LSBE participation percentage as listed on the prime's COLB Form SBE- or SBE- .

16.2 In addition to any other remedy the City may have under the Contract or by operation of law, the City, in its sole discretion, may impose any or all of the following provisions against Contractor/Consultant determined to be in breach of contract.

16.2.1 Assess the cost of the City's audit of the books and records of the Contractor/Consultant, subcontractors/subconsultants, and all other firms claiming SBE, VSBE or LSBE status, where such audit is necessary because the Contractor has filed to timely submit a required SBE, VSBE or LSBE program report;

16.2.2 Withhold payment up to ten percent of a monthly progress payment until the Contractor/Consultant is brought into compliance.

16.3 Within three business days of written notification of the intent to enforce any of the measure described above, the Contractor/Consultant may submit in writing a request for an administrative hearing conducted by the City's SBE Reconsideration Official, as defined in Section 9.0.

17.0 Small Business Facilitation

17.1 To the extent practicable, the City will endeavor to disassemble larger construction and procurement projects into contract packages of \$15 million or less. This amount is estimated to be the current bonding limit of heavy construction SBEs.

17.2 The City will conduct pre-bid meetings for individual construction projects between advertisements and bid openings. These will provide opportunities to raise questions about the SBE/VSBE/LSBE Program, plans and specifications, and will also provide an opportunity for primes, subcontractors, vendors and suppliers to meet.

17.3 The City will conduct training forums for SBEs, VSBEs and LSBEs interested in providing contracting and/or consulting services to the City.

17.4 The City will conduct periodic Good Faith Effort/small business outreach training for prime contractors/consultants/vendors interested in working with the City.

17.5 The City will cooperate with other agencies in providing SBE/VSBE/LSBE contractor and consultant training.

17.6 The City will provide referral information to SBE/VSBE/LSBE contractors and consultants on available loan, insurance, and bonding programs that could assist small businesses.

17.7 The City will coordinate outreach activities with the appropriate divisions of the City of Long Beach.

17.8 The City will participate in business and vendor fairs directed at local and small businesses.

18.0 Periodic Review

18.1 City staff will seek periodic comments from City contractors, consultants, and small businesses on the effectiveness of the SBE/VSBE/LSBE Program.

18.2 The Program is a pilot program, and shall be in effect for one year from the date of adoption of the ordinance, unless extended by action of the City Council. As soon as practicable following the conclusion of the initial year, City staff shall report to the City Council on the effectiveness and progress of the Program. The report shall include data on contracts issued in the preceding twelve months and payments to all SBE, VSBE and LSBE contractors, consultants, vendors and suppliers. To the extent possible, the cost effectiveness of the Program, including City staff costs, will also be measured.



COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN

SECTION 1

Project Name:	Hazardous Waste Removal Service	Date:	Oct. 2014
Prime Vendor:	Ocean Blue Environmental Services, Inc.	Prime Contract \$ Amount:	Est. \$800K+

Estimated \$ Value of Prime's Participation:	Est. \$800K+	Estimated % of Prime's Participation:	100%
Estimated \$ Value of SBE Participation:	Est. \$800K+	Estimated SBE % of Prime Contract \$ Amount:	100%
Estimated \$ Value of VSBE Participation:		Estimated VSBE % of Prime Contract \$ Amount:	
Estimated \$ Value of LSBE Participation:		Estimated LSBE % of Prime Contract \$ Amount:	

SECTION 2 (please refer to instructions on page 2)

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or "LSBE"	Indicate if 1st Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
<i>Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212</i>	LSBE	1st tier sub	XYZ Prime Consultant	Land surveying	\$100,000	20%
<i>Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313</i>	VSBE	Supplier	ABC Land Surveyors	Surveying supplies	\$5,000	1%
<i>Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313</i>	SBE	Supplier	XYZ Prime Consultant	Blueprint Supplies	\$10,000	2%
Ocean Blue Environmental Long Beach, CA Moonho Lee (562) 624-4120	LSBE	Prime Vendor	Ocean Blue	Hazmat Response	\$800,000	100%

Justin Lee

562.624.4120

Completed by: Prime Consultant Contact (please print or type)

Phone #

Justin Lee

9/10/14 jlee@ocean-blue.com

Signature

Date

Email



CITY OF LONG BEACH

Department of Financial Management

Business Services Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 570-5099 sbe@longbeach.gov

Certified Small Business Enterprise

Vendor Account Number: 189683

Karen Carrillo

Ocean Blue Environmental Services

925 W. Esther St.

Long Beach, CA 90813

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

City of Long Beach

City of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

<p>NAICS code(s) for which SBE status is recognized: 562112 SBE Certificate Effective Date: 04/03/13 SBE Certificate Expiration Date: 04/03/16</p>

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into City of Long Beach Vendor Portal, click on Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,
 Jason MacDonald
 Purchasing and Business Services Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 570-5099

ATTACHMENT G

Please provide print out showing your business is registered with the California Secretary of State.

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.sos.ca.gov/

See website location attached



Privacy All people Liberty *Speak* Without discrimination
Conscience

California Secretary of State Debra Bowen

Secretary of State

Administration Elections

Business Programs

Political Reform

Archives

Registries

Other Services

Business Entities (BE)

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources
- Tax Information
- Starting A Business

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Friday, August 22, 2014. Please refer to **Processing Times** for the received dates of filing: provided is not a complete or certified record of an entity.

Entity Name:	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.
Entity Number:	C1747150
Date Filed:	07/07/1994
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	925 W ESTHER ST
Entity City, State, Zip:	LONG BEACH CA 90813
Agent for Service of Process:	MOONHO LEE
Agent Address:	925 W ESTHER ST
Agent City, State, Zip:	LONG BEACH CA 90813



**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

EY14593

FILED

In the office of the Secretary of State
of the State of California

APR-29 2014

This Space for Filing Use Only

1. CORPORATE NAME

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

2. CALIFORNIA CORPORATE NUMBER

C1747150

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.



If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

04/29/2014

MOONHO CHARLES LEE

C.F.O.

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

ATTACHMENT H
DEBARMENT CERTIFICATION



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

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 No. 12549

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

Chief Financial Officer

Title of Authorized Representative

Ocean Blue Environmental Services, Inc.

Business/Contractor/ Agency

9/10/2014

Date



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

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

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

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

Rev 12.11.13

Tab 2



925 West Esther Street
Long Beach, CA 90813

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

DISPOSAL METHODS, LOCATIONS AND CONTACTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>METHOD</u>	<u>T.S.D.F.</u>
1	OIL/FLOOR SWEEP ABSORBENT	RECYCLED	CROSBY & OVERTON
2	ASBESTOS MATERIAL (BRAKEDUST)	LANDFILL	WASTE MANAGEMENT
3	ASBESTOS MATERIAL (BUILDING)	LANDFILL	WASTE MANAGEMENT
4	ASBESTOS MATERIAL (WITH FECAL IMPREGNATION)	LANDFILL	WASTE MANAGEMENT
5	FURNISH 55 GAL. DRUMS OPEN TOP	NOT WASTE	
6	PAINT THINNERS W/RESIDUES	FUEL BLENDING	CROSBY & OVERTON
7	ASPHALT EMULSION - SEMI-SOLID	RECYCLED	CROSBY & OVERTON
8	PETROLEUM RESIDUES IN ABSORBENT OR SAND	RECYCLED	CROSBY & OVERTON
9	LEAD WASTE (BUILDING)	TREATMENT/FILL	CROSBY & OVERTON
10	SOLIDIFIED WATER BASE PAINT	RECYCLED	CROSBY & OVERTON
11	WASTE OIL/RECYCLED (NON-CHLORINATED)	RECYCLED	INDUSTRIAL SERVICE OIL
12	OILY WASTE WATER	RECYCLED	CROSBY & OVERTON
13	SOLID SURCHARGE	RECYCLED	CROSBY & OVERTON
14	DEAD FISH	LANDFILL	WASTE MANAGEMENT
15	FECES	TREATMENT/FILL	MEDICAL WASTE SERVICES
16	ANTI FREEZE	RECYCLED	CROSBY & OVERTON

T.S.D.F. INFORMATION

CROSBY & OVERTON
1630 W. 17TH ST.
LONG BEACH, CA 90813
(562) 432-5445
CONTACT: MR. BOB RITTER

INDUSTRIAL SERVICES OIL CO. INC.
1700 SOUTH SOTO
LOS ANGELES, CA 90023
(323) 839-5111
CONTACT: MR. ALBERT SAFARIAN

WASTE MANAGEMENT
AZUSA LAND FILL
1201 W. GLADSTONE AVE.
AZUSA, CA 91702
(949) 226-3565
CONTACT: MR. MAHMOUD AMIRSEYEDIAN

MEDICAL WASTE SERVICES
7321 QUIMBY STREET
PARAMOUNT, CA 90723
(888) 610-1311
CONTACT: TERRY SHAIN

STERICYCLE
2775 E. 26TH STREET
VERNON, CA 90023
(323) 362-3000
CONTACT: MRS. ERICA SIPE

Tab 3

CITY OF LOS ANGELES
CALIFORNIA

BOARD OF PUBLIC WORKS
MEMBERS

CYNTHIA M. RUIZ
PRESIDENT

JILLIE B. GUTMAN
VICE PRESIDENT

PAULA A. DANIELS
PRESIDENT PRO-TEMPORE

ANDREA A. ALARCON
COMMISSIONER

VALERIE LYNNE SHAW
COMMISSIONER

JAMES A. GIBSON
EXECUTIVE OFFICER



ANTONIO R. VILLARAIGOSA
MAYOR

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director

BUREAU OF
CONTRACT ADMINISTRATION
Office of Contract Compliance
1149 S. BROADWAY, SUITE 300
LOS ANGELES, CA 90015
(213) 847-1922

<http://bca.lacity.org>

Ms. Jewel Matsumoto
Ocean Blue Environmental Services, Inc.
925 W. Esther Street
Long Beach, CA 90813

May 21, 2010
File No. - 6381
Phone No. - (562) 624-4120

RE: MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE) CERTIFICATION APPROVAL

Dear Ms. Matsumoto:

Based on a thorough review of the submitted documents, we are pleased to inform you that your firm has been certified as a **Minority/Women Business Enterprise (MBE/WBE)** and has been placed in the City of Los Angeles DBE/MBE/WBE directory as a firm specializing in:

<u>NAICS Codes</u>	<u>Description</u>
484220	Specialized Freight Trucking, Local
562112	Hazardous Waste Collection

You may review your firm's information in the City of Los Angeles DBE/MBE/WBE database at <http://bca.lacity.org>.

This certification is valid for five (5) years from the date of this letter. If after five (5) years you wish to be certified by the City of Los Angeles and have not received recertification documents, please contact this office. If there are any changes in ownership, control, or work category of your firm during the certification period, you are required to notify this office of those changes in writing. Also, please include your file number on each page of correspondence relating to these matters.

The City reserves the right to withdraw this certification if at any time it is determined certification was knowingly obtained by false, misleading or incorrect information. The City also reserves the right to request additional information and/or conduct on site visits at any time during the certification period to verify any documentation submitted with your application. By accepting certification, the firm of **Ocean Blue Environmental Services, Inc.** hereby consents to the examination of its books, records and documents by the City.



**SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY**

CERTIFICATE EXPIRATION DATE: 05-14-2016

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

***Ocean Blue Environmental Services, Inc.
of Long Beach, California as a WMBE***

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

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

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

VON: 13050068

Determination Date: 05-14-2013



County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (877) 669-CBES
FAX: (323) 881-1871

TOM TINDALL
Director

"To Enrich Lives through Effective and Caring Service"

May 06, 2013

MOONHO C LEE
OCEAN BLUE ENVIRONMENTAL SER.
925 W. ESTHER ST.
LONG BEACH, CA 908131423

Vendor #: 51258301

Dear MOONHO C LEE:

Congratulations! Your business is now certified as a County of Los Angeles Local Small Business Enterprise (Local SBE). Your Local SBE certification is valid until April 30, 2014.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3963 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

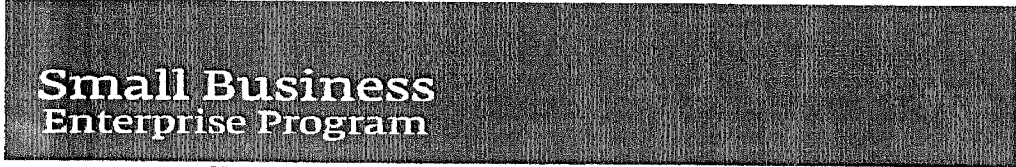
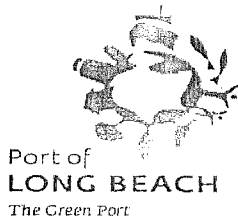
Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our website at www.laosb.org or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

TOM TINDALL
DIRECTOR

DEBBIE CABREIRA-JOHNSON
Program Director

TT:DCJ/ct



www.polb.com/sbe

Certified Small Business Enterprise

Vendor Account Number: 252225

Karen Carrillo

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

925 West Esther Street

LONG BEACH, CA 90813

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with the Port of Long Beach (Port). Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved.

The Port is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

<p>NAICS code(s) for which SBE status is recognized: 562112,562112,562111 SBE Certificate Effective Date: 01/16/13 SBE Certificate Expiration Date: 01/16/16</p>

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above Port.

The Port reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserves the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date stated above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into your Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,
Sashi Muralidharan
SBE Administrator
Port of Long Beach

925 Harbor Plaza, Long Beach, CA, 90802 Telephone (562) 283-7598 email: sbeprogram@polb.com



CITY OF LONG BEACH
Department of Financial Management
Business Relations Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 499-1014 sbe@longbeach.gov

Certified Small Business Enterprise

Vendor Account Number: 189683

Karen Carrillo
Ocean Blue Environmental Services
925 W. Esther St.
Long Beach, CA 90813

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

City of Long Beach

City of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

<p>NAICS code(s) for which SBE status is recognized: 562112 SBE Certificate Effective Date: 04/03/13 SBE Certificate Expiration Date: 04/03/16</p>

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into City of Long Beach Vendor Portal, click on Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,
Erik Sund
Business Relations Bureau Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 499-1014

Tab 4



CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE

ACCOUNT: BU94037860

=====> LICENSE HOLDER -- PLEASE NOTE <=====

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

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE SECTION AT (562) 570-6211.

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

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

CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE

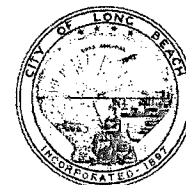
4 1032

ACCOUNT: BU94037860

DATE: 08/06/14

LICENSE EXPIRES ON 08/15/15

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF BUSINESS: ENGINEERING
DBA: OCEAN BLUE ENVIRONMENTAL SERVICES
LOCATED AT: 925 W ESTHER ST



OCEAN BLUE ENVIRONMENTAL SERVICES I
925 W ESTHER ST
LONG BEACH CA 90813-1423

AUTHORIZED BY JOHN GROSS
DIRECTOR OF FIN MGMT



925 West Esther Street
Long Beach, CA 90813

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

PERMITS AND LICENSES

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

California Department of Consumer Affairs – Hazardous Substance Removal and Remedial
Actions Certification #709140

California Department of Motor Vehicles – Motor Carrier Permit #CA-0119128

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

U. S. Environmental Protection Agency – ID #CAD983608258

U. S. Department of Transportation – ID #USDOT696231

U. S. Department of Transportation – Hazardous Materials Certificate of Registration
(2010- 2013) Reg. #062110550079SU

California Department of Toxic Substance Control – Transporter Registration #3354

California Department of Public Health – Medical Waste Transporter, Registration #3354

California Department of Public Health– Trauma Scene Waste Management Practitioner
ID # TSW 66

California Integrated Waste Management Board – Waste Tire Hauler TPID #1003834

California Department of Fish & Game, Office of Spill Prevention – Certificate of Financial
Responsibility (Over-The-Water Permit) #30753

County of Los Angeles Public Health License – Sewage Haulers License #02200, 02212, 02214,
02180 & 02213



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **709140**

Entity **CORP**

Business Name **OCEAN BLUE ENVIRONMENTAL
SERVICES INC**

Classification(s) **A HAZ**

Expiration Date **07/31/2015**

www.cslb.ca.gov



State of California

Contractors State License Board

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

OCEAN BLUE ENVIRONMENTAL SERVICES INC

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

A - GENERAL ENGINEERING CONTRACTOR

Witness my hand and seal this day,

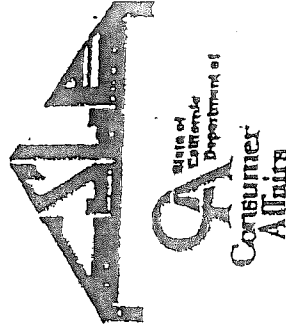
July 3, 1995

Issued July 3, 1995



[Handwritten Signature]
Signature of Licensee

[Handwritten Signature]
Signature of License Qualifier



[Handwritten Signature]
Registrar of Contractors

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

709140

License Number

STATE OF CALIFORNIA
STATE AND CONSUMER SERVICES AGENCY



CONTRACTORS STATE LICENSE BOARD

Building Quality

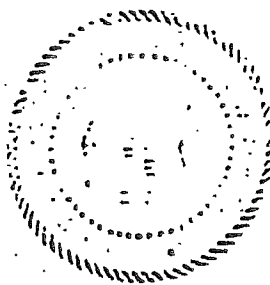


HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

Pursuant to the provisions of Section 7058.7 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the hazardous substances removal and remedial actions examination.

Qualifier: MOONHO CHARLES LEE
License No.: 709140

Business Name: OCEAN BLUE ENVIRONMENTAL SERVICES INC



WITNESS my hand and official seal this
11th day of OCTOBER 1995

Dennis R. Peltier
Registrar of Contractors

10.10.95

This certification is the property of the Registrar of Contractors. It is non-transferable, and shall be returned to the Registrar upon demand when suspended, revoked or invalidated for any reason.



STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**HAZARDOUS MATERIALS
 TRANSPORTATION LICENSE**
 CHP 360H (REV. 1/00) OPI 062

CONTROL NUMBER 211545	LICENSE NUMBER 111486	ISSUE DATE 7/8/2014	EFFECTIVE DATE	EXPIRATION DATE 9/30/2015
CHP CARRIER NUMBER CA 119128	LOCATION	<input type="checkbox"/> Duplicate <input type="checkbox"/> Initial	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Renewal	

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

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

LICENSEE NAME AND PHYSICAL ADDRESS (only if different from below)

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

LICENSEE NAME AND MAILING ADDRESS

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

**925 W. ESTHER STREET
 LONG BEACH CA 90813**

ATTENTION: MOONHO C. LEE

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

- (HMX) Explosives subject to Division 14, California Vehicle Code (CVC).
- (HMP/H) Poison Inhalation Hazard materials in bulk packagings subject to Division 14.3, CVC.
- (HRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.

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

September 29, 1994

OCEAN BLUE ENVIRONMENTAL SERVICES, INC
925 WEST ESTER ST
LONG BEACH, CA 90813

ASSIGNMENT OF CARRIER IDENTIFICATION NUMBER CA 119128

Your company has been assigned Carrier Number CA 119128 in the California Highway Patrol's Management Information System of Terminal Evaluation Records (MISTER). This is an automated file pertaining to motor carriers operating in the State of California.

MISTER gives the CHP immediate access to emergency information about your company. It also allows the CHP to make better use of its inspection personnel by monitoring the overall safety operations of carriers. This is done by collecting information regarding citations, traffic accidents, hazardous material spills, and terminal evaluation ratings.

Your assigned Carrier Number, CA 119128, must be displayed on both sides of each vehicle, or on both sides of at least one vehicle in a combination described in Vehicle Code Section 34500 (e.g., buses, three-axle trucks, truck tractors, combinations of a truck and trailer that exceed 40 feet, trucks transporting hazardous materials). The Carrier Number does not need to be displayed if a valid California Public Utilities Commission (PUC), Interstate Commerce Commission (ICC), or U. S. Department of Transportation (USDOT) number is displayed. (Reference: California Vehicle Code Section 34507.5) The number must be legible from 50 feet during normal daylight hours (approximately two inches high) and in a contrasting color to the background.

Example of proper display: CA 119128

If you have any questions regarding your assigned Carrier Number, or the requirement to display the number, please contact the CHP Commercial Records Unit at (916) 322-7157.

Thank you for your cooperation.


CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

DEPARTMENT OF MOTOR VEHICLES
 CARRIER SERVICES BRANCH MS G875
 X 932370 Sacramento, CA. 94232-3700
 7-8153



2009

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

 DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700		NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier			
OCEAN BLUE ENVIRONMENTAL SERVICES INC 925 W ESTHER ST LONG BEACH, CA 90813		Valid From:	06/01/2009	Valid Through:	Non-Expiring
		CA#:	0119128		
Pmt Date: N/A Account #: 30319 Sequence #: 0012		Office #: 154 Tech ID: LO Amt Paid: No Fee		The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification: <p style="text-align: center;">For Hire Corporation</p>	
				Not Valid for Intrastate Only Operations	
				!!!IMPORTANT REMINDERS!!!	

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

CALIFORNIA HIGHWAY PATROL

hereby awards this
CERTIFICATE OF ACHIEVEMENT
CALIFORNIA HIGHWAY PATROL

OCEAN BLUE TERMINAL SERVICES, INC
925 W. BUSINESS CENTER ST
LONG BEACH, CA 90813

There is established in the California Vehicle Code a biennial motor carrier safety compliance inspection program known as the Bituminous Terminals (BIT) Program, which requires all motor carriers operating in California to undergo an inspection of their terminal to rate their compliance with applicable laws and regulations relating to motor carrier safety.

This is to certify that this terminal has achieved consecutive satisfactory safety compliance ratings as indicated above. The California Highway Patrol congratulates this terminal on this meritorious achievement and recognizes the commitment to highway safety demonstrated by the personnel responsible for the operation of this terminal.

[Signature]

COMMISSIONER
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

JULY 10, 1957

OCEAN BLUE ENVIRONMENTAL SERVICES INC
925 WEST ESTHER ST
LONG BEACH CA 90813

800/990-9930

Dear Motor Carrier:

This letter is to notify you of your USDOT Identification Number and to draw your attention to the requirement for Marking of Commercial Motor Vehicles in section 390.21 of the Federal Motor Carrier Safety Regulations. A copy of this regulation is enclosed. Its primary purpose is to assist enforcement personnel in properly identifying motor carriers, thereby assuring the submission of accurate data to the Federal Highway Administration (FHWA). The number also affords the public a way to quickly and accurately identify a motor carrier operating a particular commercial motor vehicle.

If you are operating as a private motor carrier of property or passengers in interstate commerce, as a for-hire motor carrier of property in interstate commerce not subject to regulation by the Interstate Commerce Commission, or as an interstate motor carrier of migrant workers, this regulation requires you to mark all of your "self-propelled motor vehicles" (generally straight trucks and truck tractors) in accordance with the enclosed.

The following USDOT Identification Number is assigned to the motor carrier identified above:

USDOT696231

This letter is being sent to every motor carrier recently added to FHWA records. There has been no attempt to differentiate among private, migrant worker, for-hire, or other types of motor carriers because many carriers conduct operations in a combination of these classifications. If you have questions about compliance with this requirement, please contact the office shown below:

FHWA OFFICE OF MOTOR CARRIERS
980 - 9TH STREET, SUITE 450
SACRAMENTO, CALIFORNIA 95814
916 / 498-5050

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2013-2016

Registrant: OCEAN BLUE ENVIRONMENTAL SERVICES INC
Attn: RON DARE
925 W. ESTHER STREET
LONG BEACH, CA 90813

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 050913 550 062VX

Issued: 05/09/2013

Expires: 06/30/2016

HM Company ID: 033952

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



Department of Toxic Substances Control



Edmund G. Brown Jr.
Governor



Linda S. Adams
Secretary for
Environmental Protection

Deborah O. Raphael, Director
8800 Cal Center Drive
Sacramento, California 95826-3200

HAZARDOUS WASTE TRANSPORTER REGISTRATION
HAZARDOUS WASTE OF CONCERN TRANSPORTER

NAME AND ADDRESS OF REGISTERED TRANSPORTER

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

TRANSPORTER REGISTRATION NO: 3354

EXPIRATION DATE: SEPTEMBER 30, 2014

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

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

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


(AUTHORIZED SIGNATURE)

SEP 24 2013

(DATE)

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

September 23, 1994

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

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

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

NOTIFICATION INFORMATION LINE: (415) 495-8895

EPA ID NUMBER: CAD983608258

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

WASTE ACTIVITY: TRANSPORTER

HAZARDOUS WASTE CODES SUBMITTED ON THE NOTIFICATION:
NONE

COUNTY OF LOS ANGELES
PUBLIC HEALTH LICENSE

00653

See Reverse Side

Issued to:

X DARE, RON
OCEAN BLUE ENV. SERVICES INC
925 W ESTHER ST.
LONG BEACH, CA 90813

3030
136505

EXPIRATION DATE

JUN 30, 2014

ISSUE DATE

SEP 04, 2013

30


SEWAGE PUMPER TRUCK

LOCATION OF BUSINESS BEING LICENSED

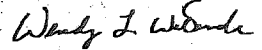
925 W ESTHER ST. LB 90813

COUNTY OF LOS ANGELES

By



MARK J. SALADINO
COUNTY TAX COLLECTOR



WENDY L. WATANABE
COUNTY AUDITOR

OWNERSHIP OF THIS LICENSE IS NOT TRANSFERABLE

COUNTY OF LOS ANGELES

PUBLIC HEALTH LICENSE

00677
See Reverse Side

Issued to:

X

OCEAN BLUE ENVIRONMENTAL SER
OCEAN BLUE ENVIRONMENTAL SER
HD-2451
925 W ESTHER ST
LONG BEACH, CA 90813

SEWAGE PUMPER TRUCK

LOCATION OF BUSINESS BEING LICENSED

925 W ESTHER ST LB 90813

COUNTY OF LOS ANGELES

By

Mark J. Saladino
MARK J. SALADINO
COUNTY TAX COLLECTOR

Wendy L. Watanabe
WENDY L. WATANABE
COUNTY AUDITOR

OWNERSHIP OF THIS LICENSE IS NOT TRANSFERABLE.

THIS HEALTH LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT PLACE OF BUSINESS

COUNTY OF LOS ANGELES

PUBLIC HEALTH LICENSE

00679
See Reverse Side

Issued to:

X

OCEAN BLUE ENVIRONMENTAL SER
OCEAN BLUE ENVIRONMENTAL SER
925 ESTHER ST
LONG BEACH, CA 90813

SEWAGE PUMPER TRUCK

LOCATION OF BUSINESS BEING LICENSED

925 ESTHER ST LB 90813

COUNTY OF LOS ANGELES

By

Mark J. Saladino
MARK J. SALADINO
COUNTY TAX COLLECTOR

Wendy L. Watanabe
WENDY L. WATANABE
COUNTY AUDITOR

OWNERSHIP OF THIS LICENSE IS NOT TRANSFERABLE.

THIS HEALTH LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT PLACE OF BUSINESS

769861 (REV 5/01)

COUNTY OF LOS ANGELES

PUBLIC HEALTH LICENSE

00673
See Reverse Side

Issued to:

X OCEAN BLUE ENVIRONMENTAL SER
OCEAN BLUE ENVIRONMENTAL SER
ACOSTA ED
925 W ESTHER STREET
LONG BEACH, CA 90813

3030
701337

EXPIRATION DATE
JUN 30, 2014

ISSUE DATE
SEP 04, 2013

SEWAGE PUMPER TRUCK

LOCATION OF BUSINESS BEING LICENSED

925 W ESTHER STREET LBH 90813

COUNTY OF LOS ANGELES
BY

Mark J. Salading
MARK J. SALADING
COUNTY TAX COLLECTOR

Wendy L. Watanabe
WENDY L. WATANABE
COUNTY AUDITOR

OWNERSHIP OF THIS LICENSE IS NOT TRANSFERABLE.

THIS HEALTH LICENSE MUST BE CONSPICUOUSLY DISPLAYED AT PLACE OF BUSINESS

769861 (REV 5/01)

COUNTY OF LOS ANGELES

PUBLIC HEALTH LICENSE

00655
See Reverse Side

Issued to:

X DARE RON (PRES)
OCEAN BLUE ENVIRONMENTAL SVS
925 W ESTHER STREET
LONG BEACH, CA 90813

3030
169303

EXPIRATION DATE
JUN 30, 2014

ISSUE DATE
SEP 04, 2013

SEWAGE PUMPER TRUCK

LOCATION OF BUSINESS BEING LICENSED

925 W ESTHER STREET LB 90813

COUNTY OF LOS ANGELES
BY

Mark J. Salading
MARK J. SALADING
COUNTY TAX COLLECTOR

Wendy L. Watanabe
WENDY L. WATANABE
COUNTY AUDITOR

OWNERSHIP OF THIS LICENSE IS NOT TRANSFERABLE.

ICDS - TORRE - 9/01

ICDS - TORRE - 9/09

**DEPARTMENT OF PUBLIC HEALTH
MEDICAL WASTE MANAGEMENT PROGRAM**

1616 CAPITOL AVENUE, 2nd FLOOR - MS 7405
P.O. BOX 997377
SACRAMENTO, CA 95899-7377
Phone: 916-449-5671



April 9, 2014
ID Number TSW 66

Mr. Moon Ho-Lee
Ocean Blue Environmental
925 W. Esther St
Long Beach, CA 90813

Dear Mr. Ho-Lee:

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

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



STATE OF CALIFORNIA
Department of Public Health
Medical Waste Management Program



Ocean Blue Environmental

Registration No.
066

is registered as a

TRAUMA SCENE WASTE MANAGEMENT PRACTITIONER

Expiration Date
May 1, 2015

The facility named herein is registered pursuant to the provisions of the Medical Waste Management Act, Division 104, Part 14, Chapter 5 of the California Health and Safety Code, and shall be subject to all applicable provisions of this law. This registration is not transferable and is valid only in California.

Date Issued: 4/9/2014

Alison Dabney, Chief
Medical Waste Management Program

DEPARTMENT OF HEALTH SERVICES

401 NORTH SEVENTH STREET
P.O. BOX 942732
SACRAMENTO, CA 94234-7320
(916) 327-6904/Fax: 323-9869

Date: January 15, 1997

MEDICAL WASTE TRANSPORTER
VERIFICATION AND CONDITIONS

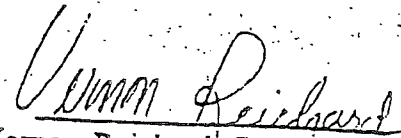
This is to verify that the registered hazardous waste hauler below has notified the Department of Health Services, Medical Waste Management Program, of its intent to transport medical waste.

Hazardous Waste Hauler Registration Number: 3354

Company name/address/phone:

Ocean Blue Environmental Services, Inc.
925 West Esther Street
Long Beach, CA 90813
(310) 624-4120

The above-named hauler shall be subject to all applicable provisions of the Medical Waste Management Act, Division 104, Part 14, Chapter 6, of the California Health and Safety Code and the conditions set forth on the following page.


Vernon Reichard | Supervisor
Medical Waste Management Program

1-16-97
Date

STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

REGISTERED

WASTE TIRE HAULER

Ocean Blue Environmental Services, Inc.
925 W Esther St
Long Beach, CA 90813

ISSUED BY:

Carol Mante

EXECUTIVE DIRECTOR

VEHICLE LICENSE PLATE NUMBER:

8P49330

DECAL SERIAL NUMBER:

14-05523

ISSUE DATE:

December 23, 2013

EXPIRATION DATE:

December 31, 2014

CALRECYCLE TPID NUMBER:

1003834

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

ONLY ORIGINAL REGISTRATION VALID

DO NOT COPY OR REPRODUCE

STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

REGISTERED

WASTE TIRE HAULER

Ocean Blue Environmental Services, Inc.
925 W Esther St
Long Beach, CA 90813

ISSUED BY:

Carol Mante

EXECUTIVE DIRECTOR

VEHICLE LICENSE PLATE NUMBER:

9E56387

DECAL SERIAL NUMBER:

14-05522

ISSUE DATE:

December 23, 2013

EXPIRATION DATE:

December 31, 2014

CALRECYCLE TPID NUMBER:

1003834

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

REGISTERED

WASTE TIRE HAULER

Ocean Blue Environmental Services, Inc.
925 W Esther St
Long Beach, CA 90813

ISSUED BY:

Carol Mate

EXECUTIVE DIRECTOR

VEHICLE LICENSE PLATE NUMBER:

9E46752

DECAL SERIAL NUMBER:

14-05521

ISSUE DATE:

December 23, 2013

EXPIRATION DATE:

December 31, 2014

CALRECYCLE TPID NUMBER:

1003834

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

ONLY ORIGINAL REGISTRATION VALID

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STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

REGISTERED

WASTE TIRE HAULER

Ocean Blue Environmental Services, Inc.
925 W Esther St
Long Beach, CA 90813

ISSUED BY:

Carol Mate

EXECUTIVE DIRECTOR

VEHICLE LICENSE PLATE NUMBER:

6C10222

DECAL SERIAL NUMBER:

14-05520

ISSUE DATE:

December 23, 2013

EXPIRATION DATE:

December 31, 2014

CALRECYCLE TPID NUMBER:

1003834

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

ONLY ORIGINAL REGISTRATION VALID

STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

REGISTERED

WASTE TIRE HAULER

Ocean Blue Environmental Services, Inc.
925 W. Esther St
Long Beach, CA 90813

ISSUED BY:

Carol Mateo

EXECUTIVE DIRECTOR

VEHICLE LICENSE PLATE NUMBER:

5W75313

DECAL SERIAL NUMBER:

14-05519

ISSUE DATE:

December 23, 2013

EXPIRATION DATE:

December 31, 2014

CALRECYCLE TPID NUMBER:

1003834

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

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STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

REGISTERED

WASTE TIRE HAULER

Ocean Blue Environmental Services, Inc.
925 W. Esther St
Long Beach, CA 90813

ISSUED BY:

Carol Mateo

EXECUTIVE DIRECTOR

VEHICLE LICENSE PLATE NUMBER:

6A42125

DECAL SERIAL NUMBER:

14-05518

ISSUE DATE:

December 23, 2013

EXPIRATION DATE:

December 31, 2014

CALRECYCLE TPID NUMBER:

1003834

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

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STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

REGISTERED

WASTE TIRE HAULER

Ocean Blue Environmental Services, Inc.
925 W Esther St
Long Beach, CA 90813

ISSUED BY:

Carol Mates

EXECUTIVE DIRECTOR

VEHICLE LICENSE PLATE NUMBER:

9D39258

DECAL SERIAL NUMBER:

14-05517

ISSUE DATE:

December 23, 2013

EXPIRATION DATE:

December 31, 2014

CALRECYCLE TRID NUMBER:

1003834

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

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DO NOT COPY OR REPRODUCE

STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

REGISTERED

WASTE TIRE HAULER

Ocean Blue Environmental Services, Inc.
925 W Esther St
Long Beach, CA 90813

ISSUED BY:

Carol Mates

EXECUTIVE DIRECTOR

VEHICLE LICENSE PLATE NUMBER:

5M36173

DECAL SERIAL NUMBER:

14-05516

ISSUE DATE:

December 23, 2013

EXPIRATION DATE:

December 31, 2014

CALRECYCLE TRID NUMBER:

1003834

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

ONLY ORIGINAL REGISTRATION VALID

DO NOT COPY OR REPRODUCE

STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

REGISTERED

WASTE TIRE HAULER

Ocean Blue Environmental Services, Inc.
925 W Esther St
Long Beach, CA 90813

ISSUED BY:

Casal Mateo

EXECUTIVE DIRECTOR

VEHICLE LICENSE PLATE NUMBER:

9C52811

DECAL SERIAL NUMBER:

14-05515

ISSUE DATE:

December 23, 2013

EXPIRATION DATE:

December 31, 2014

CALRECYCLE TPID NUMBER:

1003834

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

 ONLY ORIGINAL REGISTRATION VALID

DO NOT COPY OR REPRODUCE

221



CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

1990 PETERBILT, 3000 GAL. TANK CAP., Lic. No. 5G58704

CERTIFICATE #: 3-0753-00-007

CONTROL #: FB351

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

The holder of this document named above is subject to the provisions of California Code of Regulations, Title 14, Sections 791-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act). This certificate holder has provided the necessary evidence of financial responsibility mandated by these requirements.

For the purpose of determining liability pursuant to the Act, this Certificate of Financial Responsibility is conclusive evidence that the person or entity holding the certificate is the party responsible for the specific Mobile Transfer Unit (MTU).

No alterations of this certificate are permitted after issuance by the Administrator of OSPR. If there is a change in the name or ownership of the Marine Facility, the certificate holder must notify the Office of Spill Prevention and Response (OSPR) immediately. If the certificate expires, a new certificate will be required.

This certificate remains valid as long as the current method for demonstrating financial responsibility is maintained (eg. insurance). Any changes in this status must be reported to OSPR immediately.

It is the owner or operator's responsibility to ensure that this certificate number is also included in the owner or operator's marine oil spill contingency plan, which must be submitted to this office for approval before operating in a location where a spill could impact California marine waters.

If you have any questions, please contact

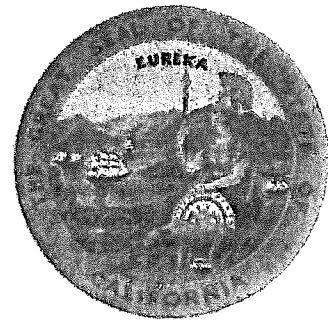
Farina A .Khan

916-327-9937

Sincerely,

Farina A .Khan

Financial Analyst
Office of Spill Prevention and Response
cacofr-facilities@ospr.dfg.ca.gov





CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

2012 PETERBILT, VACUUM TRUCK 3,570, LIC. NO. 06044A1

CERTIFICATE #: 3-0753-00-016

CONTROL #: FB360

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

The holder of this document named above is subject to the provisions of California Code of Regulations, Title 14, Sections 791-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act). This certificate holder has provided the necessary evidence of financial responsibility mandated by these requirements.

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If you have any questions, please contact

Farina A .Khan

916-327-9937

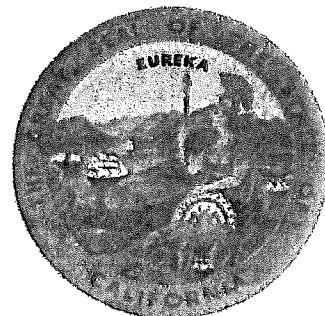
Sincerely,

Farina A .Khan

Financial Analyst

Office of Spill Prevention and Response

cacofr-facilities@ospr.dfg.ca.gov





CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

2000 PETERBILT, TRACTOR #379, LICENSE NUMBER 9D39258

CERTIFICATE #: 3-0753-00-013

CONTROL #: FB357

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

The holder of this document named above is subject to the provisions of California Code of Regulations, Title 14, Sections 791-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act). This certificate holder has provided the necessary evidence of financial responsibility mandated by these requirements.

For the purpose of determining liability pursuant to the Act, this Certificate of Financial Responsibility is conclusive evidence that the person or entity holding the certificate is the party responsible for the specific Mobile Transfer Unit (MTU).

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This certificate remains valid as long as the current method for demonstrating financial responsibility is maintained (eg. insurance). Any changes in this status must be reported to OSPR immediately.

It is the owner or operator's responsibility to ensure that this certificate number is also included in the owner or operator's marine oil spill contingency plan, which must be submitted to this office for approval before operating in a location where a spill could impact California marine waters.

If you have any questions, please contact

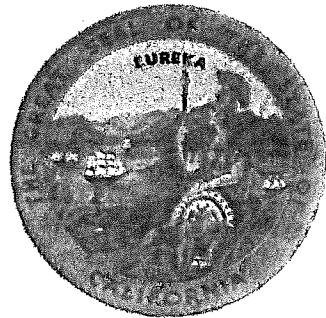
Farina A .Khan

916-327-9937

Sincerely,

Farina A .Khan

Financial Analyst
Office of Spill Prevention and Response
cacofr-facilities@ospr.dfg.ca.gov



503



CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

1991 PETERBILT, TRACTOR #377, LICENSE NUMBER 9C52811

CERTIFICATE #: 3-0753-00-011

CONTROL #: FB355

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

The holder of this document named above is subject to the provisions of California Code of Regulations, Title 14, Sections 791-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act). This certificate holder has provided the necessary evidence of financial responsibility mandated by these requirements.

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This certificate remains valid as long as the current method for demonstrating financial responsibility is maintained (eg. insurance). Any changes in this status must be reported to OSPR immediately.

It is the owner or operator's responsibility to ensure that this certificate number is also included in the owner or operator's marine oil-spill contingency plan, which must be submitted to this office for approval before operating in a location where a spill could impact California marine waters.

If you have any questions, please contact

Farina A .Khan

916-327-9937

Sincerely,

Farina A .Khan

Financial Analyst

Office of Spill Prevention and Response

cacofr-facilities@ospr.dfg.ca.gov



504



CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

1991 PETERBILT, TRACTOR #377, Lic. No. 9C52812

CERTIFICATE #: 3-0753-00-003

CONTROL #: FB348

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

The holder of this document named above is subject to the provisions of California Code of Regulations, Title 14, Sections 791-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act). This certificate holder has provided the necessary evidence of financial responsibility mandated by these requirements.

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This certificate remains valid as long as the current method for demonstrating financial responsibility is maintained (eg. insurance). Any changes in this status must be reported to OSPR immediately.

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If you have any questions, please contact

Farina A. Khan

916-327-9937

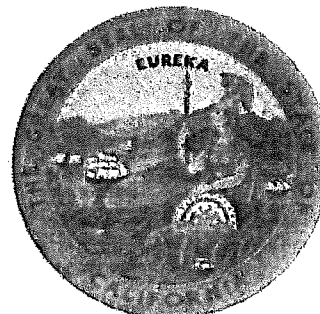
Sincerely,

Farina A. Khan

Financial Analyst

Office of Spill Prevention and Response

cacofr-facilities@ospr.dfg.ca.gov





CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

1989 PETERBILT, TRACTOR #377, LICENSE NUMBER 9B38839

CERTIFICATE #: 3-0753-00-012

CONTROL #: FB356

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

The holder of this document named above is subject to the provisions of California Code of Regulations, Title 14, Sections 791-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act). This certificate holder has provided the necessary evidence of financial responsibility mandated by these requirements.

For the purpose of determining liability pursuant to the Act, this Certificate of Financial Responsibility is conclusive evidence that the person or entity holding the certificate is the party responsible for the specific Mobile Transfer Unit (MTU).

No alterations of this certificate are permitted after issuance by the Administrator of OSPR. If there is a change in the name or ownership of the Marine Facility, the certificate holder must notify the Office of Spill Prevention and Response (OSPR) immediately. If the certificate expires, a new certificate will be required.

This certificate remains valid as long as the current method for demonstrating financial responsibility is maintained (eg. insurance). Any changes in this status must be reported to OSPR immediately.

It is the owner or operator's responsibility to ensure that this certificate number is also included in the owner or operator's marine oil spill contingency plan, which must be submitted to this office for approval before operating in a location where a spill could impact California marine waters.

If you have any questions, please contact

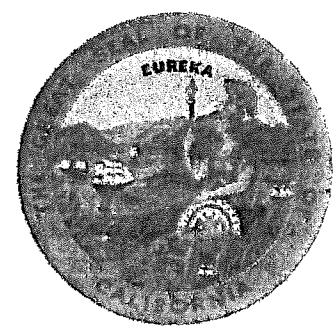
Farina A .Khan

916-327-9937

Sincerely,

Farina A .Khan

Financial Analyst
Office of Spill Prevention and Response
cacofr-facilities@ospr.dfg.ca.gov



504



CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

1989 PETERBILT, TRACTOR #377, LICENSE NUMBER 9B47677

CERTIFICATE #: 3-0753-00-010

CONTROL #: FB354

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

The holder of this document named above is subject to the provisions of California Code of Regulations, Title 14, Sections 791-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act). This certificate holder has provided the necessary evidence of financial responsibility mandated by these requirements.

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If you have any questions, please contact

Farina A .Khan

916-327-9937

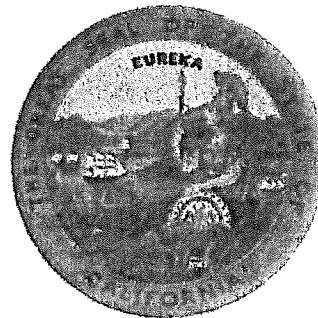
Sincerely,

Farina A Khan

Financial Analyst

Office of Spill Prevention and Response

cacofr-facilities@ospr.dfg.ca.gov





CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

2008 PETERBILT, TRACTOR #389, LIC. NO. 9E56387

CERTIFICATE #: 3-0753-00-015

CONTROL #: FB359

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

The holder of this document named above is subject to the provisions of California Code of Regulations, Title 14, Sections 791-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act). This certificate holder has provided the necessary evidence of financial responsibility mandated by these requirements.

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If you have any questions, please contact

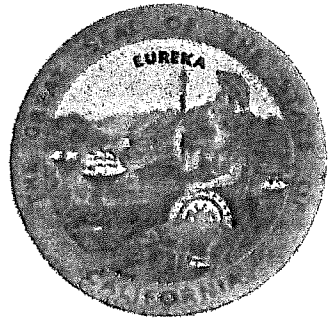
Farina A .Khan

916-327-9937

Sincerely,

Farina A .Khan

Financial Analyst
Office of Spill Prevention and Response
cacofr-facilities@ospr.dfg.ca.gov



T701



CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

1997 THOMPSON TANK, 5,040 GAL. TANK CAP., Lic. No. 4BX9351

CERTIFICATE #: 3-0753-00-004

CONTROL #: FB349

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

The holder of this document named above is subject to the provisions of California Code of Regulations, Title 14, Sections 791-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act). This certificate holder has provided the necessary evidence of financial responsibility mandated by these requirements.

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If you have any questions, please contact

Farina A .Khan

916-327-9937

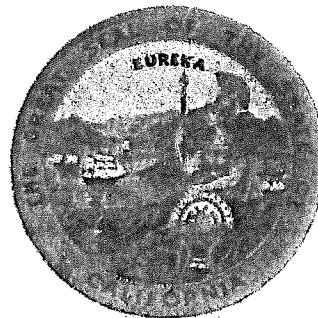
Sincerely,

Farina A .Khan

Financial Analyst

Office of Spill Prevention and Response

cacofr-facilities@ospr.dfg.ca.gov





CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

1981 THOMPSON TANK, 5,040 GAL. TANK CAP., LIC. NO. 4AT8044

CERTIFICATE #: 3-0753-00-008

CONTROL #: FB352

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

The holder of this document named above is subject to the provisions of California Code of Regulations, Title 14, Sections 791-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act). This certificate holder has provided the necessary evidence of financial responsibility mandated by these requirements.

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If you have any questions, please contact

Farina A .Khan

916-327-9937

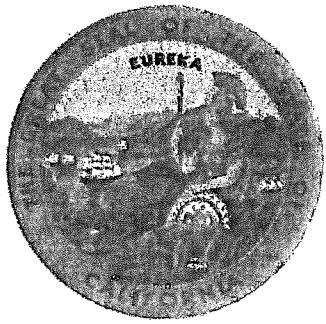
Sincerely,

Farina A .Khan

Financial Analyst

Office of Spill Prevention and Response

cacofr-facilities@ospr.dfg.ca.gov



T704



CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

1997 PETROSTEEL, 800 GAL. TANK CAP., LIC. NO. SE471802

CERTIFICATE #: 3-0753-00-002

CONTROL #: FB347

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

The holder of this document named above is subject to the provisions of California Code of Regulations, Title 14, Sections 791-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act). This certificate holder has provided the necessary evidence of financial responsibility mandated by these requirements.

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If you have any questions, please contact

Farina A .Khan

916-327-9937

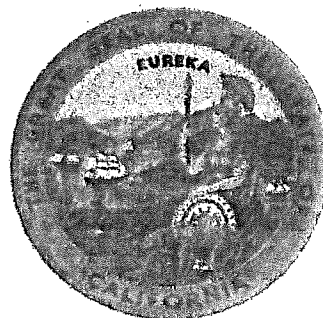
Sincerely,

Farina A .Khan

Financial Analyst

Office of Spill Prevention and Response

cacofr-facilities@ospr.dfg.ca.gov



T705



CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

1999 THOMPSON TANK, 5,040 GAL. TANK CAP., LIC. No. 4AT8990

CERTIFICATE #: 3-0753-00-009

CONTROL #: FB353

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

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If you have any questions, please contact

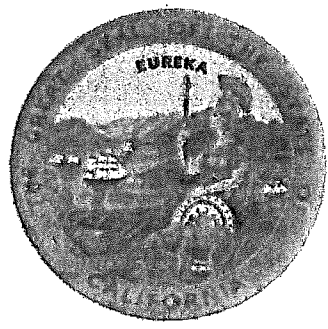
Farina A .Khan

916-327-9937

Sincerely,

Farina A .Khan

Financial Analyst
Office of Spill Prevention and Response
cacofr-facilities@ospr.dfg.ca.gov



T709



CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

1987 THOMPSON TANK, 950 GAL. TANK CAP., LIC. NO. SE482514

CERTIFICATE #: 3-0753-00-014

CONTROL #: FB358

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

The holder of this document named above is subject to the provisions of California Code of Regulations, Title 14, Sections 791-797, implementing the financial responsibility requirements set forth in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act). This certificate holder has provided the necessary evidence of financial responsibility mandated by these requirements.

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If you have any questions, please contact

Farina A .Khan

916-327-9937

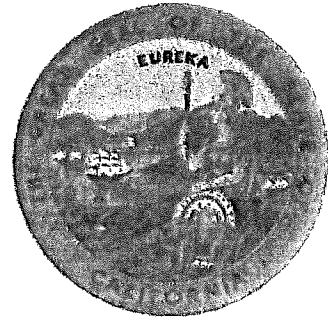
Sincerely,

Farina A .Khan

Financial Analyst

Office of Spill Prevention and Response

cacofr-facilities@ospr.dfg.ca.gov





CALIFORNIA CERTIFICATE OF FINANCIAL RESPONSIBILITY (CA COFR)

OWNER OR OPERATOR:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

meets the financial responsibility requirements set forth in the Government Code Sections 8670.37.53 as it applies to the operation of

MAKE/MODEL:

1997 THOMPSON TANK, 5,040 GAL. TANK CAP., LIC. NO. 4AT8043

CERTIFICATE #: 3-0753-00-006

CONTROL #: FB350

ISSUE DATE: October 01, 2013

EXPIRATION DATE: September 30, 2014

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Farina A .Khan

916-327-9937

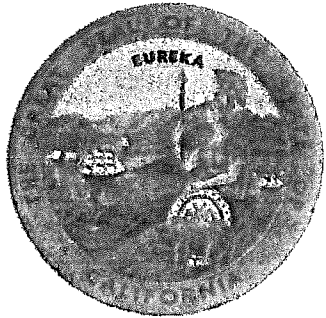
Sincerely,

Farina A .Khan

Financial Analyst

Office of Spill Prevention and Response

cacofr-facilities@ospr.dfg.ca.gov





County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

JIM JONES
Director

Telephone: (323) 267-2101
FAX: (323) 264-7135

"To enrich lives through effective and caring service"

July 29, 2014

CBE Program ID #: 70087
Status: MBE/WBE

Ms. Maria Lee, Chief Executive Officer
Ocean Blue Environmental Services, Inc.
925 W. Esther Street
Long Beach, CA 90813

Dear Ms. Lee:

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until September 23, 2016.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit at any time to verify any documentation submitted by the applicant. If there are any changes during this recertification period, you are required to notify this office immediately.

Thank you for registering your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven>. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your recertification. If you have questions, please call (877) 669-CBES or email us at cbesbe@isd.lacounty.gov and refer to the identification number above.

Sincerely,

JIM JONES
Director

DEBBIE CABREIRA-JOHNSON
Program Director

c: Cynthia Tucker, CBE/LSBE Certification Specialist

JJ:DCJ/ct



County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (877) 669-CBES
FAX: (323) 881-1871

JIM JONES
Director

"To enrich lives through effective and caring service"

March 05, 2014

MOONHO C LEE
OCEAN BLUE ENVIRONMENTAL SER.
925 W. ESTHER ST.
LONG BEACH, CA 908131423

Vendor #: 51258301

Dear MOONHO C LEE:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your Local SBE certification expiration date is based on your State of California SB certification which expires on April 30, 2016.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3964 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our website at <http://osb.lacounty.gov> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

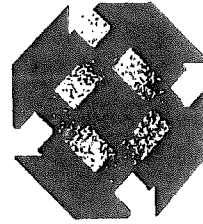
JIM JONES
DIRECTOR

A handwritten signature in black ink, appearing to read "Debbie Cabreira-Johnson".

DEBBIE CABREIRA-JOHNSON
Program Director

JJ:DCJ/ct

**Alliance for Uniform HazMat Transportation
Procedures
Uniform Program Credentials**



**ALLIANCE
For Uniform
HAZMAT
Transportation
Procedures**

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

USDOT Census #: 696231
ICC #:
EPA Transportation Ids: CAD983608258
Intrastate Motor Carrier #:

Phone Number to call in case of an accident or emergency: 800-990-9930

Uniform Program ID: UPM-696231-NV

Certified By: *De Donna Chappel*

Issuance Date: March 19, 2013 Expiration June 30, 2014

Issuing Agency: Nevada Highway Patrol

Agency Phone Number: (775) 684-4622



IMPORTANT NOTICE REGARDING YOUR HAZARDOUS MATERIALS UNIFORM PROGRAM CREDENTIAL

Enclosed is your hazardous materials Uniform Program credential. It certifies that you have filed a Uniform registration with the Nevada Highway Patrol, and that you have been granted a Uniform Permit for the transportation of hazardous materials. Your permit is valid in all states that are members of the Uniform Program. The states that are participating in the Uniform program are, Michigan, Nevada, Ohio, Oklahoma and West Virginia. You will be notified when other states join the Uniform Program.

Your credential (permit) allows you to transport **hazardous materials** if the Uniform Program ID number on the permit starts with "UPM." Your permit allows you to transport **hazardous materials** and **hazardous waste** if the Uniform Program ID number on the permit starts with "UPW."

Your credential (or a legible copy) MUST be carried in all vehicles transporting hazardous materials or hazardous waste in the states participating in the Uniform Program. Please remove the previous credential (**NOT BEFORE JULY 1, 2013**) from your vehicles, and replace it with a legible copy of the new credential. States participating in the Uniform Program may request that you show the credential prior to transporting in their state. You may make legible copies of the credential as needed.

PLEASE NOTE THAT THIS CREDENTIAL IS EFFECTIVE
JULY 1, 2013
EXPIRES ON JUNE 30, 2014.

Renewal registration forms will be mailed approximately five months prior to the expiration of your 2013/2014 credential.



Certified Small Business Enterprise

1/16/2013

Account #: 25830
Mrs. Karen Carrillo
OCEAN BLUE ENVIRONMENTAL SERVICES, INC.
925 West Esther Street
LONG BEACH, CA 90813

Dear Mrs. Karen Carrillo:

Thank you for submitting your Vendor Application seeking Small Business Enterprise (SBE) recognition with *The Network*. Per our evaluation of the information you provided in your application and the North American Industry Classification System (NAICS) codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following agencies:

*Port of Long Beach**

*San Diego County Water Authority**

* There are currently six agencies participating in The Network; however, at the present time, only the Port of Long Beach and San Diego County Water Authority are administering a Small Business Enterprise (SBE) Program.

The Port of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 562112 562112 562111 SBE Certificate Effective Date: 1/16/2013 SBE Certificate Expiration Date: 1/16/2016

Work performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. The agencies reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participating in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. You may view your SBE qualifying information at any time, by logging into your main menu and selecting the "Small Business Certification Form" link.

Sincerely,

Sashi Muralidharan
SBE Administrator, Port of Long Beach

925 Harbor Plaza, P.O. Box 570, Long Beach, CA 90802, Ph. (562) 499-3472, Fax (562) 901-1763, www.polb.com/sbe

914

CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE

ACCOUNT: BU94037860
4

OWNERSHIP NON-TRANSFERABLE
LICENSE EXPIRES ON 08/15/13

DATE: 07/25/12

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF
BUSINESS: ENGINEERING DBA: OCEAN BLUE ENVIRONMENTAL SERVICES
LOCATED AT: 925 W ESTHER ST

|||||
OCEAN BLUE ENVIRONMENTAL SERVICES INC
925 W ESTHER ST
LONG BEACH CA 90813-1423

AUTHORIZED BY JOHN GROSS
DIRECTOR OF FIN MGMT



===== > LICENSE HOLDER -- PLEASE NOTE <=====

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

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE.
IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT
THE BUSINESS LICENSE SECTION AT (562) 570-6211.

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

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

1/4/2014

**California Department of Food and Agriculture
Meat, Poultry and Egg Safety Branch**

1220 N Street, Sacramento, CA 95814
(916) 900-5004

Inedible Kitchen Grease Transporter – Commercial Registration

Est # IKG-C

**Mailing Address:
OCEAN BLUE ENVIRONMENTAL
SERVICES INC
925 WEST ESTHER STREET
LONG BEACH, CA 90813-**

**Facility Address:
OCEAN BLUE ENVIRONMENTAL
SERVICES INC
925 W ESTHER ST
LONG BEACH, CA 90813-**

Expires: 12/31/2014

Authorized Use Of This Registration Is Restricted To California Registered Transporters

No: **2014-916476**

ANNUAL PERMIT

Permit Issued To

(Insert Contractor/Project Administrator's Name, Address and Telephone No.)

Ocean Blue Environmental Services Inc
 Attn: Safety Mgr or Ron Dare
 925 W Esther St
 Long Beach CA 90813-1423

(562) 624-4120

No.

Date 4/8/2014

Region 3

District 5

Tel. (310) 516-3734

Type of Permit **T1-ANNUAL TRENCH/EXCAVATION**

Pursuant to Labor Code Sections 6500 and 6502, this Permit is issued to the above-named employer for the projects described below.

State Contractor's License Number		709140		Permit Valid through		April 08, 2015	
Description of Project		Location Address		City and County		Anticipated Dates	
Various		Statewide					
Conditions of Issuance:							
						Starting	
						Completion	
						Apr 8, 2014	
						Apr 08, 2015	

This Permit is issued upon the following conditions:

1. That the work is performed by the same employer. If this is an annual permit the appropriate District Office shall be notified, in writing, of dates and location of job site prior to commencement.
2. The employer will comply with all occupational safety and health standards or orders applicable to the above projects, and any other lawful orders of the Division.
3. That if any unforeseen condition causes deviation from the plans or statements contained in the Permit Application Form the employer will notify the Division immediately.
4. Any variation from the specification and assertions of the Permit Application Form or violation of safety orders may be cause to revoke the permit.
5. This permit shall be posted at or near each place of employment as provided in 8 CCR 341.4

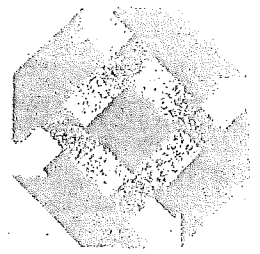
Received From		Received By	
Ron Dare		Permit Unit	
<input type="checkbox"/> Cash	Amount	Date	
<input checked="" type="checkbox"/> Check 27106	\$100.00	4/8/14	

Investigated by

Approved by

Robert E. Law
 Safety Engineer Date
 4/8/2014
 District Manager/Permit Unit Date

Alliance for Uniform Hazmat Transportation Procedures Uniform Program Credentials



ALLIANCE
FOR UNIFORM
HAZMAT
TRANSPORTATION
PROCEDURES

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

USDOT Census #: 696231

ICC #:

EPA Transporter ID #: CAD983608258

Intrastate Motor Carrier #:

Telephone number to call in case of accident or emergency: 800-990-9930

Uniform Program #: UPM-696231-NV

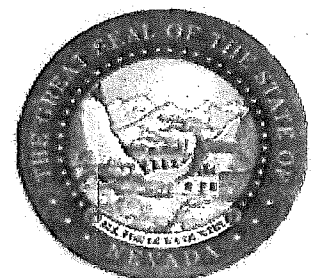
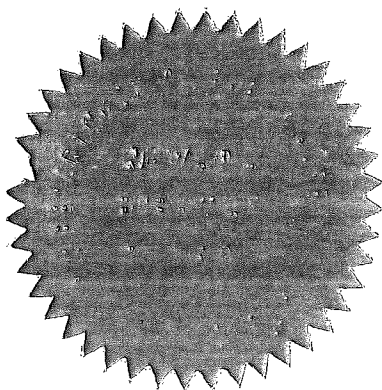
Certified by: *Jennifer Ramos*

Registration Issued: 02/18/2014

Registration Expiration: 6/30/2015

Issuing Agency: Nevada Highway Patrol

Agency Telephone Number: 775-684-4622



Tab 5

Tab 6



925 West Esther Street
Long Beach, CA 90813

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

JANUARY 1, 2014 PUBLISHED RATES

1. HAZARDOUS WASTE-TRAINED PERSONNEL

HOURLY RATE

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER- TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	120.00	158.00	158.00
SUPERVISOR	92.00	110.00	126.00
CHEMIST / INDUSTRIAL HYGIENIST	184.00	210.00	210.00
LEAD TECHNICIAN	63.00	91.00	120.00
EQUIPMENT OPERATOR	60.00	90.00	116.00
TECHNICIAN	56.00	80.00	105.00

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

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

HOURLY RATE 20% Discount

UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	50.00	40.00
GEAR TRUCK W/ LIFTGATE	50.00	40.00
EMERGENCY RESPONSE UNIT - LARGE	236.00	188.80
EMERGENCY RESPONSE UNIT - SMALL	163.00	130.40
CREW VAN	45.00	36.00
BOB CAT W/SOLID TIRES	55.00	44.00
VACUUM TRAILER - 20 BBL	55.00	44.00
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	135.00	108.00
VACUUM TRUCK - 120 BBL*	155.00	124.00
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	175.00	140.00
OMNI VAC - 85 BBL*	250.00	200.00
JETTER / VACTOR COMBO UNIT*	250.00	200.00
ROLL-OFF TRUCK*	135.00	108.00
ROLL-OFF TRUCK AND TRAILER*	155.00	124.00
DUMP TRUCK - 10 WHEEL*	95.00	76.00
25' BOX VAN*	95.00	76.00
45' BOX VAN*	110.00	88.00
45' FLAT BED*	110.00	88.00
25' EQUIPMENT TRAILER	35.00	28.00

"*" DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME. AND FUEL SURCHARGE OF 20%



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JANUARY 1, 2014 PUBLISHED RATES

<u>3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT</u>			<u>20% Discount</u>
SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	138.00	DAILY	110.40
6-PACK BREATHING AIR BOTTLES	276.00	DAILY	220.80
5-MINUTE EGRESS AIR BOTTLE	39.00	DAILY	31.20
TRIPOD W/DOUBLE WINCHES	248.00	DAILY	198.40
FULL BODY HARNESS W/ SHOCK ABSORBER	35.00	DAILY	28.00
COPPUS BLOWER	200.00	DAILY	160.00
4-GAS AIR MONITOR	303.00	DAILY	242.40
PID METER	420.00	DAILY	336.00
MERCURY VAPOR ANALYZER	525.00	DAILY	420.00
OVA MONITOR	368.00	DAILY	294.40
PERSONAL 4 GAS METER	250.00	DAILY	200.00
ELECTRIC BLOWER	65.00	DAILY	52.00
 <u>4. TRAFFIC CONTROL</u>			 <u>20% Discount</u>
ARROW BOARD	225.00	DAILY	180.00
PORTABLE DECON STATION W/ARROWBOARD	300.00	DAILY	240.00
BARRICADES W/ REFLECTORS, EACH	32.00	DAILY	25.60
DELINEATOR/REFLECTIVE, EACH	2.00	DAILY	1.60
NO TURN RIGHT OR LEFT SIGNS, EACH	16.00	DAILY	12.80
TRAFFIC CONE/REFLECTIVE, EACH	3.00	DAILY	2.40
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	37.00	DAILY	29.60
 <u>5. CLEANING EQUIPMENT</u>			 <u>20% Discount</u>
AIR COMPRESSOR	31.00	HOURLY	24.80
CHEMICAL DIAPHRAGM PUMP	315.00	DAILY	252.00
DECONTAMINATION STATION	215.00	DAILY	172.00
DIAPHRAGM PUMP	226.00	DAILY	180.80
HYDROBLASTER	79.00	HOURLY	63.20
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	110.00	DAILY	88.00
STEAM MACHINE 1,000 PSI 22 GPM	70.00	HOURLY	56.00
STEAM MACHINE 3,500 PSI 6 GPM	62.00	HOURLY	49.60
PORTABLE TRASH PUMP	210.00	DAILY	168.00
AIR SCRUBBERS PORTABLE	175.00	DAILY	140.00
HEPA FILTERS FOR SCRUBBERS	130.00	EACH	104.00
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	200.00	DAILY	160.00
3 STALL DECONTAMINATION SHOWER	300.00	DAILY	240.00
 <u>6. PORTABLE STORAGE UNITS</u>			 <u>20% Discount</u>
20-YARD BIN, OPEN TOP	26.00	DAILY	20.80
20-YARD BIN, CLOSED TOP	30.00	DAILY	24.00
40-YARD BIN, OPEN TOP	26.00	DAILY	20.80
40-YARD BIN, CLOSED TOP	32.00	DAILY	25.60
BIN LINERS	53.00	EACH	42.40



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JANUARY 1, 2014 PUBLISHED RATES

7. OIL SPILL EQUIPMENT

20% Discount

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	210.00	DAILY	168.00
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	158.00	DAILY	126.40
BOOM 8"x12" (DEPLOYED)	2.00	PER FT/DAY	1.60
BOOM 4"x12" (DEPLOYED)	1.25	PER FT/DAY	1.00
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	135.00	HOURLY	108.00
22' x 8' SELF POWERED BARGE	90.00	HOURLY	72.00
19' TOOL SPILL BOAT W/90HP	90.00	HOURLY	72.00
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	75.00	HOURLY	60.00
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	60.00	HOURLY	48.00
12' PUNTS	35.00	HOURLY	28.00
12' PUNTS W/ 5HP MOTOR	45.00	HOURLY	36.00
GLOW STICKS FOR BOOM	6.00	EACH	4.80
SPLASH ZONE 2-PART SEALER	165.00	PER GALLON	132.00
25 LBS ANCHORS W/ 15' CHAIN	15.00	DAILY	12.00
15 LBS ANCHORS W/ 10' CHAIN	10.00	DAILY	8.00
24" BOEYS	15.00	DAILY	12.00
EMERGENCY RESPONSE TRAILER	473.00	DAILY	378.40
ROPE MOP SKIMMER	158.00	HOURLY	126.40
DRUM SKIMMER TDS-136 W/ POWER PACK	210.00	HOURLY	168.00
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	65.00	HOURLY	52.00
SKIMMER TRAILER	210.00	DAILY	168.00
ABSORBENT BOOM TRAILER	158.00	DAILY	126.40
ATV (ALL TERRAIN VEHICLE) W/TRAILER	275.00	DAILY	220.00
FORKLIFT TRAILER	100.00	DAILY	80.00

8. MATERIALS

20% Discount

10 GALLON DOT DRUM, STEEL	50.00	EACH	40.00
15 GALLON DOT DRUM, POLY	50.00	EACH	40.00
16 GALLON DOT DRUM, STEEL	50.00	EACH	40.00
20 GALLON DOT DRUM, STEEL	53.00	EACH	42.40
30 GALLON DOT DRUM, POLY	53.00	EACH	42.40
30 GALLON DOT DRUM, STEEL	53.00	EACH	42.40
5 GALLON DOT DRUM	19.00	EACH	15.20
55 GALLON DOT DRUM, POLY	63.00	EACH	50.40
55 GALLON DOT DRUM, STEEL	62.00	EACH	49.60
55 GALLON DOT DRUM, BIO	40.00	EACH	32.00
85 GALLON DRUM, OVERPAK, STEEL	225.00	EACH	180.00
95 GALLON DRUM, OVERPAK, POLY	225.00	EACH	180.00
ACID SPILFYTER NEUTRALIZER PER QT	20.00	EACH	16.00
BASE SPILFYTER NEUTRALIZER PER QT	20.00	EACH	16.00
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	37.00	PER GALLON	29.60
BLEACH	5.00	PER GALLON	4.00
CAUTION / BARRICADE TAPE	26.00	PER ROLL	20.80
CHEMICAL POLY TOTES	325.00	EACH	260.00
CHLOR-D-TECT Q4000	19.00	EACH	15.20
CITRI-CLEAN, 55 GALLON	840.00	PER DRUM	672.00
DIESEL FUEL (EQUIPMENT)	4.50	PER GALLON	3.60
DRUM LABEL	1.00	EACH	0.80



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JANUARY 1, 2014 PUBLISHED RATES

DRUM LINER	3.00	EACH	2.40
DUCT TAPE	7.00	PER ROLL	5.60
EAR PLUGS 200/BOX	105.00	PER BOX	84.00
FACE SHIELD	13.00	EACH	10.40
HAND AUGER	88.00	DAILY	70.40
HAND CLEANER	8.00	CAN	6.40
HEPA VACUUM FILTER PROTECTORS	21.00	EACH	16.80
HEPA VACUUM REPLACEMENT BAGS	21.00	EACH	16.80
OIL SORBENT POM POMS	58.00	PER BALE	46.40
PH PAPER	19.00	PER BOX	15.20
PLASTIC BAGS	75.00	PER BOX	60.00
PLASTIC SHEETING	75.00	PER ROLL	60.00
RAGS, 50 LB BOX	68.00	PER BOX	54.40
ROPE 1/2 POLY, 100' ROLL	32.00	PER ROLL	25.60
ROPE 5/8 POLY, 100' SPOOL	37.00	PER ROLL	29.60
SAMPLE JARS - 1QT	13.00	EACH	10.40
SAND BAGS	4.00	EACH	3.20
SHRINK WRAP	30.00	ROLL	24.00
SIMPLE GREEN	13.00	PER GALLON	10.40
SODA ASH	7.00	PER GALLON	5.60
SORBENT BOOM W/ JELLING MATERIAL	420.00	PER BALE	336.00
SORBENT BOOM, 8"x10"	55.00	EACH	44.00
SORBENT PADS 18"x18"x1/4" (200/BALE)	90.00	PER BALE	72.00
SUPERFINE, 25 LB BAG	19.50	PER BAG	15.60
TRIWALL BOXES	158.00	EACH	126.40
VERMICULITE	30.00	PER BAG	24.00

9. TOOLS AND OTHER EQUIPMENT

20% Discount

BIO-HAZARD "BLOOD" SPILL KIT	105.00	EACH	84.00
BOAT HOOKS 3'-9' TELESCOPING	8.00	DAILY	6.40
BOBCAT SWEEPER ATTACHMENT	150.00	DAILY	120.00
BROOMS HAZ-MAT	11.00	DAILY	8.80
CHAIN W/ BINDERS	13.00	DAILY	10.40
CHEST WADERS	63.00	DAILY	50.40
14 PORTABLE GAS POWERED ABRASIVE SAW	150.00	DAILY	120.00
COM-A-LONG - 4000 LBS	7.00	DAILY	5.60
CONCRETE SAW	158.00	DAILY	126.40
CONCRETE SAW BLADE	53.00	EACH	42.40
CUTTING TORCH	152.00	DAILY	121.60
DEMO TOOLS	79.00	DAILY	63.20
DRUM SAMPLING ROD (GLASS)	8.00	EACH	6.40
DRUM VACUUM - 55 GALLON	121.00	DAILY	96.80
EXPLOSION-PROOF FLASH LIGHT	27.00	DAILY	21.60
EXTENSION LADDER	13.00	DAILY	10.40
EYEWASH STATION	32.00	DAILY	25.60
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTOR	225.00	DAILY	180.00
FORK LIFT	194.00	DAILY	155.20
GENERATOR, 10KV TRAILER MOUNTED	35.00	HOURLY	28.00
GENERATOR, 5500 WATTS	125.00	DAILY	100.00
HAND TOOLS	53.00	DAILY	42.40



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JANUARY 1, 2014 PUBLISHED RATES

HAND WASHING STATION	50.00	DAILY	40.00
HAZ-CAT KIT	21.00	PER TEST	16.80
HEPA VACUUM (DRY)	158.00	DAILY	126.40
HIP WADERS	53.00	DAILY	42.40
HUDSON SPRAYER	21.00	DAILY	16.80
JACK HAMMER 90 LBS	125.00	DAILY	100.00
LIFE JACKETS	16.00	DAILY	12.80
LIGHT STAND (2 BULBS)	37.00	DAILY	29.60
LIGHT TOWER (4 BULBS)	300.00	DAILY	240.00
MEALS ON SPILLS	8.00	EACH	6.40
MERCURY VACUUM	525.00	DAILY	420.00
NON-SPARKING COLD CUTTER / RIVET BUSTER	100.00	DAILY	80.00
NON-SPARKING COLD CUTTER TIPS	30.00	EACH	24.00
PER DIEM ALLOWANCE ON TRAVEL	165.00	DAILY	132.00
PICKS "MINERS"	3.00	DAILY	2.40
PLUG & DIKE, 1 LB CAN	26.00	EACH	20.80
POLY SIPHON (POGO) PUMP	20.00	EACH	16.00
PORTABLE RESTROOM W/SINK	158.00	DAILY	126.40
PROFILING FEE (PER WASTE STREAM)	79.00	EACH	63.20
RADIO 2-WAY, INTRINSICALLY SAFE	42.00	DAILY	33.60
RAKES	5.00	DAILY	4.00
SAMPLE COOLER	16.00	DAILY	12.80
SAWZALL	84.00	DAILY	67.20
SCAFFOLDING - PORTABLE (2 1/2' x 8' x 5')	42.00	DAILY	33.60
SCAFFOLDING - TOWERS (5' x 5' x 10')	82.00	DAILY	65.60
SHOVELS/HAZ-MAT	11.00	DAILY	8.80
SKIL SAW	37.00	DAILY	29.60
STEEL SPIKES, 36"	6.00	DAILY	4.80
TRUCK RAMPS (30,000 LBS)	300.00	DAILY	240.00
VAPOR TIGHT DROP LIGHTS	158.00	DAILY	126.40
VENTILATION FAN	121.00	DAILY	96.80
WATER METER	263.00	DAILY	210.40
WATER TANK TRAILER W/ PUMP	355.00	DAILY	284.00
DRUM DOLLY	25.00	DAILY	20.00

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

20% Discount

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	500.00	PER SET	400.00
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSULATED SUIT, BUT NOT GAS TIGHT W/SCBA	158.00	PER SET	126.40
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	68.00	PER SET	54.40
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	32.00	PER SET	25.60

Tab 7



City of Long Beach

Department of Financial Management
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, California 90802
562.570.6200

9/3/14

NOTICE TO BIDDERS

ITB-LB-14-123

Hazardous Waste Removal Services

ADDENDUM NO. 1:

1. Q: Page 12 indicates the contractor should "respond to emergencies within 30 minutes after receipt of call." Does this mean the contractor needs to have personnel on site within 30 minutes after receipt of call?

A: Yes, correct. The Contractor shall arrive on scene within 30 minutes of receipt of call.

2. Q: Page 41 asks for "Contract Terms". Is this asking for the duration of the referenced contract?

A: Yes, this refers to the number of years on the contract. 2 years with 2 renewal options available.

3. Q: Based on the Freedom of Information Act; please provide the current contract pricing for this Bid.

A: The current bid/contract is available on the City's website. Please go to the City Clerk's website and search Contract #32283.

http://admin.longbeach.gov/cityclerk/contracts_on_line.asp

4. Q: Based on the Freedom of Information Act, please Identify the current contractor for the City.

A: Ocean Blue Environmental Services, Inc., of Long Beach, CA.

5. Q: Per the bidders instructions; please elaborate on the Emergency Response 30 minutes requirement. Does the 30 minutes refer to a having the emergency responder on site within 30 minutes of a call? Or does the 30 minutes response time refer to the timeframe for the responder to have made the necessary arrangements with an ETA of the response team and equipment?

A: See answer to Question #1.

Addendum No. One – ITB-LB-14-123 Hazardous Waste Removal Services

6. Q: Is there a preference for local vendors?

A: No, the 10% local preference only applies to bids under \$100,000 and this bid is over that amount.

7. Q: Is there a Small Business incentive?

A: There is no preference/incentive for small business participation. There is only a goal.

8. Q: Based in the ITB LB-14-123 Page 10 of 33 the following paragraph delineates information about bonding. I do want to clarify whether a bid bond is required for this project or not. It is not apparent to myself as the statement says where conditions apply.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES
WHERE CONTRACTOR IS TO PERFORM

WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

A: There are no bond requirements for this project.

9. Q: Who is your current vendor for these services?

A: See answer to Question #4.

10. Q: Can we get a copy of the current pricing?

A: See answer to Question #3.

11. Q: Do you have an annual budget?

A: Yes. The prior award was for \$730,000 annually. However, it is difficult to estimate the needs for these as-needed services. See attached Council Letter dated August 16, 2011.

Addendum No. One – ITB-LB-14-123 Hazardous Waste Removal Services

12. Q: The contract refers to 30 minute response for ERs – Can you define this? Do you mean that in 30 minutes we should be on site with initial response personnel to evaluate scope of ER or do you mean entire ER team must be there in 30 minutes?

A: The contractor shall arrive on scene within 30 minutes of receipt of call. It is acceptable for a supervisor to arrive and make an initial assessment prior to the arrival of the entire team.

13. Q: Page 21 of 33, Supplemental Conditions states, "*Contractor shall not co-mingle or consolidate WASTE MATERIALS with those in its possession collected from non-City sources without the specific written permission of the City.*"

It is standard industry practice to utilize 10-day transfer facilities in order to consolidate drum shipments in order to maximize load capacity to final treatment facility, thus saving the customer on transportation costs. Would this practice be allowed?

A: Waste contained in separate drums can be consolidated at transfer facilities with other drums provided the drums remain intact with proper identifying labels. Under no circumstances will waste from different generators be consolidated into the same drum or packing container.

14. Q: What is the estimated number of containers (55 gallon drum equivalents) typically shipped per order?

A: This can vary widely, depending on the volume of the waste spilled and the nature of the waste. Most responses will require one or two 55 gallon drums.

15. Q: Attachment A – Bid Section: 5. Storage Charges: Please identify the scope (purpose) and types of waste materials and types of contamination that will be on the vehicles that may be delivered to the Contractors storage facility. How long will these vehicles remain on our site?

A: The Contractor will be expected to handle a wide variety of hazardous wastes and other wastes (trauma scene, human wastes, etc.) and other materials in solid and liquid form. Also, the occasional gas cylinder will need to be picked up for disposal. Hazardous wastes are wastes that are corrosive, reactive, ignitable, or toxic. Typical wastes include but are not limited to waste oil, anti-freeze, organic solvents, paint and other Household Hazardous Wastes. Hazardous wastes shall be profiled, overpacked into DOT approved containers and transported off site by the contractor. Vehicles may remain at the Contractor's facility for 10 days or fewer.

Addendum No. One – ITB-LB-14-123 Hazardous Waste Removal Services

16. Q: Attachment A – Bid Section: Section 2 Non-Emergency: I don't see an Item Description for transportation of the drums to the disposal facility. Will these costs be reimbursed under Item 29, C) Miscellaneous equipment, Lab reports, etc.?

A: Please refer to the top of page 25. Disposal fees shall be based on actual costs. Please prorate the charges on delivery based on the number of the drums on the vehicle. When multiple items are transported, the cost for each item on the shipment shall be divided by the number of items on the vehicle.

17. Q: Attachment A – Bid Section: Section 2 Non-Emergency: Items 23 – 26, Indicate cost mark-up, if applicable for the following disposal fees: How would a cost plus work if the contractor owns and operates the facility?

A: Prices shall be in accordance with those extended to other governmental agencies. Cost mark-ups will be at the determined by the Contractor.

18. Q: Page 18 says "Contractor shall supply waste disposal methods for the bid items (1-11) listed in COST SECTION SUMMARY OF BID ITEMS SECTION II". However, SECTION II has 21 items. I want to make sure you only need disposal methods for 1-11 only, and not items 1-21.

A: Please supply the waste disposal methods for items 1-14 (ending with Antifreeze).

19. Q: There are two number 14's and two number 15's.

A: That is correct, this was a typo error.

Acknowledged By:



Date:

9/10/14

Firm of:

Ocean Blue Environmental Services, Inc.