

BID NUMBER ITB LB16-017

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



INVITATION TO BID

Diversion of Green Waste

CONTRACT NO. ITB LB16-017

34224

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: Lakewood CA ON THE 15 DAY OF December, 20 15
CITY STATE MONTH

COMPANY NAME: Consolidated Disposal Service, LLC TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2531 E. 6TH ST CITY: Long Beach STATE: CA ZIP: 90805

PHONE: 310-864-4876 FAX: 480-718-4320

S/ [Signature] Division Sales Manager
(SIGNATURE) (TITLE)

TEVAN Daniels tdaniels@republicservices.com
(PRINT NAME) (EMAIL ADDRESS)

S/ _____
(SIGNATURE) (TITLE)

(PRINT NAME) (EMAIL ADDRESS)

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

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

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

4/1/16
Date

APPROVED AS TO FORM 3-21 20 16
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER ITB LB16-017

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 _____
Partnership ☐ State of _____
General ☐ Limited ☐
Joint Venture ☐
Individual ☐ DBA _____
Limited Liability Company ☒ State of Delaware

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

OPTIONAL

Ethnic (Check one):

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

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

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

Is the firm certified as a Disadvantaged Business: ☐ Yes ☐ No

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

☐ Yes ☐ No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

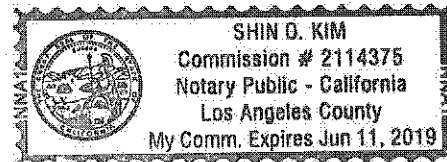
On 12/15/2015 before me, SHIN O. KIM NOTARY PUBLIC
(insert name and title of the officer)

personally appeared TEVAN DANIELS
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Contract

TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

12/15/2015
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: December 16, 2015

TIME: 11:00 am

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

<u>Anne Takli</u>	<u>(562) 570-6362</u>
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 _____

(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 H 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 G. 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 changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT – GENERAL CONDITIONS

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

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s)

CONTRACT – GENERAL CONDITIONS

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 One Million Dollars (US \$1,000,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

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

CONTRACT – GENERAL CONDITIONS

thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

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

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

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

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

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

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

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

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

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

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

CONTRACT – GENERAL CONDITIONS

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.

BID GENERAL CONDITIONS**1. BID OVERVIEW**

The City is seeking a contractor to provide diversion of green waste. Green waste includes tree trimmings, brush, limbs, palm fronds and trunks generated from tree trimming and other shrub removal operations. The Contractor shall collect this debris from various City locations and transport it to a facility to be used as an alternate daily cover at landfill sites. The Contractor shall provide containers for use at various Citywide locations.

2. BID TIMELINE (ALL TIMES LISTED ARE PACIFIC TIME (PT))

Bid Release Date:	<u>November 11, 2015</u>
Mandatory Pre-bid Conference	<u>NONE</u>
Questions due to the City:	<u>November 24, 2015 by 4:00 PM</u>
Response from City to bidder:	<u>December 4, 2015 by 4:00 PM</u>
Bid Due Date :	<u>December 16, 2015 by 11:00 AM</u>

3. BID SUBMISSION INSTRUCTIONS**METHOD OF SUBMISSION:**

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

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

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

Pricing shall be submitted electronically on the Line Items tab and the bid price sheet as a general attachment. In case of error between the electronic line item and the bid price sheet, the bid price sheet shall govern.

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

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

BID GENERAL CONDITIONS

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

City of Long Beach
C/O City Clerk
Attn: Anne Takii
333 West Ocean Boulevard, Plaza Level
Long Beach, CA 90802

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

ITB LB 16-017 Diversion of Green Waste

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, December 16, 2015. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

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

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

In lieu of a pre-bid conference, the Purchasing Division will accept questions and/or comments in writing. For questions regarding this bid, submit all inquiries via email to: PurchasingBids@longbeach.gov by November 24, 2015 by 4:00 PM, PT. Responses to the questions will be posted on the City's website: www.longbeach.gov/purchasing under the "Bids/RFPs" tab no later than December 4, 2015 by 4:00 PM, PT.

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

- ☒ Signed Bid Cover Page ✓
- ☒ California All Purpose Acknowledgement, Notarized (if applicable) ✓
- ☒ Bid Price Sheet (Attachment A) -
- ☒ Debarment Certification Form (Attachment B)
- ☒ References (Attachment C)
- ☒ W-9 Form and Vendor Application Form (Attachment D)
- ☒ Printout from Secretary of State Website of business entity (Attachment G)
- ☒ Equal Benefits Ordinance (EBO Form) (Attachment F)
- ☒ Small Business Enterprise (SBE) COLB Commitment Plan (Attachment H)
- ☒ Photocopy of Refuse Transportation Permit

BID GENERAL CONDITIONS**4. WORK CONFERENCE**

Prior to the commencement of work and after execution of the Contract, the Department of Parks, Recreation, and Marine or Public Works will contact the Contractor to make arrangements for a preliminary conference with all interested parties. The Contractor shall submit a written proposed work schedule (for completion of work) to the City at the preliminary conference. The purpose of the conference is for the City to explain the Departments' process and operations.

5. PERMIT,LICENSES AND CERTIFICATES

The Contractor shall have a valid City Refuse Transportation Permit. Please provide a photocopy with your bid.

Number of Years in business: _____.

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

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

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

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

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

BID GENERAL CONDITIONS

and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

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

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

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

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

Long Beach Business License Number:

(Required Upon Notification of Award)

6. AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion 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. The City reserves the right to reject at any time any or all bids.

The City intends to award the contract to the lowest responsible bidder for the base bid section. The City reserves the right to award bid alternates or split awards to more than one firm.

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

7. 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.

8. 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.

BID GENERAL CONDITIONS

9. 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 B**.

10. REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and volume of services. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form **Attachment C**.

11. RIGHT TO REJECT BID

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

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

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

12. CONTRACT PERIOD

Twenty-four months after date of award or after the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein. The initial contract term shall be for 24 months. There shall be no price changes during this period.

13. RENEWALS

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

BID GENERAL CONDITIONS

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

Unit price increases will not be allowed during the initial twenty-four month period.

14. PRICE INCREASE:

- A. Shall not exceed 4 % during the first renewal period.
- B. Shall not exceed 4 % during the second renewal period.

15. BOND PROVISIONS**15.1 Faithful Performance Bond**

The successful bidder shall submit a Faithful Performance Bond for 100 percentage of cost of bid. Successful bidder shall only be required to submit bond if they are awarded a contract by the City and the total bid amount exceeds \$50,000. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City. See **Attachment E**.

15.2 Bond Instructions

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

15.3 Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgments. A Notarial Acknowledgment shall accompany each signature of each Principal and a Notarial Acknowledgment shall accompany the signature of the Surety. All bonds require the signatures of all principals and

BID GENERAL CONDITIONS

sureties, accompanied by the appropriate Notarial Acknowledgments, whether the company is located inside or outside the State of California.

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 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.

BID GENERAL CONDITIONS**17. AMENDMENTS TO INSURANCE**

These changes amend reflect a change from the City's the standard insurance requirements found on Page 9 Section 30. The auto liability amount has been increased from five hundred thousand (\$500,000) to one million dollars (\$1,000,000):

- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

18. SUBCONTRACTING

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

Bidder shall list the name and location of the place of business of each Subcontractor who will perform work, labor, or services for the bidder, 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 the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid.

Does this bid include the use of subcontractors?

Yes _____ No _____ Initials _____

If Yes, vendor must:

- a) Identify specific subcontractors and the specific requirements of this bid for which each proposed subcontractor will perform services.
- b) References as specified on **Attachment C** must also be provided for any proposed subcontractors.
- c) The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Bids shall include a plan by which the City will be notified of such payments.
- d) Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained. Subcontractors shall abide by the same Insurance Requirements on Page 9, Section 30 C.

BID GENERAL CONDITIONS

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

19. INDEPENDENT CONTRACTOR

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

20. 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 of bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and the Contractor's performance.

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

21. AIR RESOURCES REQUIREMENT

Contractor shall comply with the provisions of AQMD Ruling 1113 of 1977, AQMD Ruling 1193 of 2000, and any subsequent amendments, and the standards and regulations issued thereunder, and Contractor certifies that all bid items conform to and comply with said standards and regulations. Contractor shall defend, indemnify, and hold harmless the City, its officials, employees, and agents from and against all claims, demands, damages, causes of action, loss, liability, costs, and expenses (including attorney's fees and court costs) arising from Contractor's failure to comply with the rulings and standards issued thereunder.

22. ENVIRONMENTAL REQUIREMENTS

1. The Contractor shall conduct all aspects of its operation in compliance with all City, state, and federal laws and regulations.
2. The Contractor shall insure that all personnel whose responsibilities involve cleaning, waste disposal, or landscaping are trained in Best Management

BID GENERAL CONDITIONS

Practices, as set forth in the City's NPDES permit and Storm Water Management Plan.

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.

3. The Contractor shall immediately inform the City of any investigation, citation, or legal action by any state or federal agency related to the Contractor's obligations under this Contract, and shall defend, indemnify, and hold harmless the City, its officials, and employees harmless from any loss, claim, demand, damage, liability, cause of action, proceeding, cost and expense (including Attorney's fees) including, but not limited to fines, penalties and corrective measures, the City may sustain by reason of the Contractors failure to comply with any state or federal law, regulation, or rule.
4. In preparing the bid, the bidder shall consider the following conditions pertaining to the completion of the specified maintenance tasks:
 - 4.1. The Contractor must conduct all operations in accordance with the City's Storm Water Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES).

BID GENERAL CONDITIONS

- a. Appurtenances must be cleaned by a method or methods that do not result in runoff going into any body of water, gutter, or storm drain. Only potable water may flow into any body of water, gutter, or storm drain.
- b. All wash water must be disposed of to a sanitary sewer.
- c. No litter, debris, oil, grease, green waste, or other material or substance may be washed, swept, or blown into the ocean, street, or storm drain.
- d. All liquids, including but not limited to rinse water, cleaning agents and pesticides, and their containers, must be properly disposed of in compliance with all laws, rules, and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain, or paved surface where it could be carried to the storm drain system or to a body of water.

23. NON-INTERFERENCE

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

24. DAMAGE TO EXISTING STRUCTURES, IMPROVEMENTS, AND CONTAINERS

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

25. SAFETY

The Contractor shall perform all work in such a manner as to meet all accepted standards for safe practices and to safely maintain stored equipment, materials, or other hazards consequential or related to the work. The Contractor shall additionally accept the sole responsibility for complying with all City, State, Federal, or other legal requirements, including but not limited to compliance with applicable O.S.H.A. and CAL-O.S.H.A Safety Orders.

26. EQUAL BENEFITS ORDINANCE

The City of Long Beach's Equal Benefits Ordinance shall not apply to this bid. Please visit the City's website at

BID GENERAL CONDITIONS

http://www.longbeach.gov/finance/business_relations/default.asp for additional details, or to obtain a copy of the ordinance. EBO is applicable for contracts over \$100,000. See **Attachment F**.

27. LOCAL PREFERENCE - EXEMPT

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

28. 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.

29. SMALL BUSINESS ENTERPRISE GOAL (SBE)

There is a combined one percent (1%) SBE Goal associated with this request. See **Attachment H** for instructions.

30. 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 (po)) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. The Contractor must reference the po number and not the BPO number on all invoices.

The Contractor/Supplier 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 City Department billing address specified in the purchase order.

31. INVOICING

Contractor shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of Contractor's obligations hereunder. All costs and fees must be reflected in all bid prices.

The bill to address for this Contract shall be:

BID GENERAL CONDITIONS

City of Long Beach
Public Works
Environmental Services Bureau
2929 E. Willow St
Long Beach, CA 90806

Invoices shall be sent electronically to PWEV-AcctsPay@longbeach.gov or the City will login to download its invoices from Contractor's website.

City of Long Beach
Parks, Recreation & Marine
Maintenance Division
2760 Studebaker Rd
Long Beach, CA 90815

Invoices shall be sent electronically to PR-AcctsPay@longbeach.gov or the City will login to download its invoices from Contractor's website.

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

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

32. DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding anything to the contrary in these Specifications or in the Purchase Order, 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.

33. 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.

34. VALIDITY

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

BID GENERAL CONDITIONS

35. WAIVER

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping the City from enforcing the full provisions thereof.

No delay, failure or omission of the City to exercise any right, power, privilege, or option arising from any default, nor any payments made by the City, shall impair any such right, power, privilege, or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to the Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy, or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

36. VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc (must have a person's name).

CUSTOMER SERVICE:

Contact Name: TEVAH Daniels
 Contact Direct Phone: 562-259-2931
 Contact Cell: 310-864-4876
 Contact Fax: 480-718-4320
 Contact E-mail: t.daniels@republicservices.com

BID GENERAL CONDITIONS

EMERGENCY CONTACT 24/7:

Contact Name: Tevan Daniels
 Contact Direct Phone: 562-259-2931
 Contact Cell: 310-864-4876
 Contact Fax: 480-718-4320
 Contact E-mail: +daniels@republicservices

BILLING CONTACT:

Contact Name: Same
 Contact Direct Phone: _____
 Contact Cell: _____
 Contact Fax: _____
 Contact E-mail: _____

37. FACILITY LOCATIONS FOR RECEIVING GREEN WASTE DEBRIS

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

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

PROCESSING FACILITY

Name: Falcon Transfer Station
 Address: 3031 E I ST Wilmington CA 90744
 Contact Person: Hector Sanchez Phone Number: 562-590-8531
 Facility Permit No. 19-AR-0302

BID GENERAL CONDITIONS

COMPOSTING FACILITY

Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

Facility Permit No. _____

ALTERNATE DAILY COVER FACILITY

Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

CHIPPING FACILITY

Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

CONTRACT SPECIFICATIONS

38. SCOPE OF WORK

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

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

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

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

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

39. GREEN WASTE DEBRIS

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

40. DELIVERY SCHEDULE

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

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

CONTRACT SPECIFICATIONS

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

41. RECYCLING OR DISPOSAL OF GREEN WASTE

Green waste debris that is picked up by a Contractor from designated City locations shall be used as alternative daily cover (ADC), composted or use for biomass diversion in a lawful manner which results in the City being credited with a minimum diversion rate of ninety-five percent (95%). Contractor shall have full responsibility for the disposal in a legally accepted manner of any remaining green waste debris which cannot be diverted for diversion credit."

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

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

42. WEIGHT (DIVERSION) RECORDS AND OTHER LOGS

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

43. ESTIMATED QUANTITIES

The estimated quantities, which are based on a two-year average is 382 bins per year, or 31 bins per month. The number of tons diverted annually is 2,341 tons, or 195 tons per month. These numbers may vary depending on the level of routine or emergency tree trimming performed by the City. The City has not done any composting historically, but would like to have pricing for these services.

ATTACHMENT A

BID SECTION

Please complete this bid section. In addition, please electronically enter your pricing under the Line Items on Planetbids.

Vendor Name: Consolidated Disposal Services, L.L.C. ITB-LB16-017

**Division of Green Waste
BID SECTION - ATTACHMENT A**

BASE BID

DESCRIPTION FOR ALTERNATIVE DAILY COVER	EST ANNUAL QTYS	UNIT OF MEASURE	PRICE
Cost for Round Trip Transportation for:			
1 One (1) forty (40) cubic yard roll-off container (1-trip)	399	Per Trip	\$ <u>39,900</u>
2 Two (2) forty (40) cubic yard roll-off containers (1-trip)	1	Per Trip	\$ <u>100</u>
3 One (1) twenty-five (25) cubic yard roll-off container (1-trip)	1	Per Trip	\$ <u>100</u>
Cost for Recycling:			
4 Bulk Material and Chipped material	2,770	Per Ton	\$ <u>116,340</u>
Cost for Contractor-provided roll off bin (per 24 hours):			
5 25 Cu. Yd.	1	Rental Rate	\$ <u>Included</u>
6 40 Cu. Yd.	1	Rental Rate	\$ <u>Included</u>
7 Oversized limbs/logs/stumps (2 ft or larger)	1	Per item	\$ <u>Included</u>
8 Diversion Rate	Percentage	Percentage	<u>97</u> %

BID ALTERNATE

DESCRIPTION FOR COMPOSTING		UNIT	PRICE
Cost of Round Trip Transportation for:			
9 One (1) forty (40) cubic yard roll-off container	1	Per Trip	\$ _____
10 Two (2) forty (40) cubic yard roll-off containers (1-trip)	1	Per Trip	\$ _____
11 One (1) twenty-five (25) cubic yard roll-off container (1-trip)	1	Per Trip	\$ _____
Cost for Recycling:			
12 Bulk Material and Chipped Material	1	Per Ton	\$ _____
Cost for Contractor-provided roll off bin (per 24 hours):			
13 25 Cu. Yd.	1	Rental Rate	\$ _____
14 40 Cu. Yd.	1	Rental Rate	\$ _____
15 Oversized limbs/logs/stumps (2 ft. or larger)	1	Per Item	\$ _____
16 Diversion Rate	Percentage	Percentage	_____ %

The bid will be awarded to the lowest bidder or bidders on the base bid section (1-8).

CONTRACT SPECIFICATIONS

ATTACHMENT A

SUBMITTED IS OUR BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS, AND TERMS AND CONDITIONS TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO PERFORM THE SCOPE OF WORK. PRICES QUOTED SHALL BE **FOB DESTINATION** FREIGHT PREPAID OF THE CITY OF LONG BEACH. PRICES SHALL INCLUDE ALL DELIVERY FEES. BIDDERS SHALL NOT INCLUDE FEDERAL EXCISE TAX OR STATE RETAIL SALES TAX IN THE PRICES QUOTED.

THE BIDDER IS REQUIRED TO BID ALL BID ITEMS IN A GIVEN BID SECTION.

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

SUMMARY OF BID ITEMS

SEE ATTACHED

The bid will be awarded based on the Base Bid (Sections 1-8) for Alternative Daily Cover.

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

PAYMENT TERMS: 30

ATTACHMENT B
DEBARMENT CERTIFICATION

ITB-LB16-017

Diversion of Green Waste

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
Purchasing Division in the City of Long Beach Business Services Bureau
at 562-570-6200***

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

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

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

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

Consolidated Disposal SERVICE, L.L.C. DBA Republic SERVICES Inc

Business/Contractor/Agency

Tevin Daniels

Name of Authorized Representative

Division Sales Manager

Title of Authorized Representative

i20141001

ATTACHMENT C

REFERENCES

REFERENCES

REMOVED

ATTACHMENT D

W-9/VENDOR APPLICATION

[W-9 form must be signed and dated]

[Vendor Application Form is for internal City use only]

**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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. REPUBLIC SERVICES, INC.	
	2 Business name/disregarded entity name, if different from above Consolidated Disposal Service, L.L.C. (ein: 65-0844469) dba Republic Services	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 18500 NORTH ALLIED WAY	Requester's name and address (optional)
	6 City, state, and ZIP code PHOENIX, AZ 85054	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	

OR Employer identification number	

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 ▶ 1/18/15
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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. See *What is FATCA reporting?* on page 2 for further information.

Company Name
(same as line 1 on W9): Consolidated Disposal Service, L.L.C.

DBA Name Republic Services Inc
(same as line 2 on W9):

leave blank if not applicable

Federal Tax ID Number (or SSN):

required (this number is a fed tax id: ☒ ssn: ☐)

Web Address: www.republicservices.com

leave blank if not applicable

Purchase Order Address: 2531 East 67th St

Attn: Tevan Daniels

City: Long Beach

State: Ca Zip Code: 90805

Contact Name: Tevan Daniels

E-mail: tdaniels@republicservices.com

Phone Number: 310-864-4876

i.e. 562-555-1234

Fax: 480-718-4320

i.e. 562-555-5678

Toll Free: 800-299-4898

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: N/A

ATTACHMENT E

FAITHFUL PERFORMANCE BOND

TO BE COMPLETED UPON CONTRACT AWARD

BID NO. ITB LB16-017
BOND NO. 8239-74-95

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: THOSE we,
Consolidated Disposal Service, LLC dba Republic Services
As PRINCIPAL, and Federal Insurance Company Located at _____
15 Mountain View Rd. Warren NJ 07059, a corporation, incorporated under the laws of the
State of Indiana, Admitted as a surety in the State of California and authorized to transact business in the State of California, as
SURETY, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a municipal corporation, in the sum of
Sixty Five Thousand Dollars and 00/100 DOLLARS
(\$ 65,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference)
with said City of Long Beach for the
Diversion of Green Waste, And
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements
and obligations of said contract on said Principal's part to be kept, done and performed, at all times and in the manner specified therein, then
this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in
the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any
extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal
to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors,
successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes,
extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety
unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact
premature, and the only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the
amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with
all of the formalities required by law on this 25th day of March, 20 16.

Consolidated Disposal Service, LLC dba Republic Services
CONTRACTOR / PRINCIPAL
By: [Signature]
Name: Marsha A. Lacy
Title: Treasurer

By: [Signature]
Name: Eileen B. Schuler
Title: Secretary

Federal Insurance Company
SURETY
By: [Signature]
Name: Timothy S. Buhite
Title: Attorney-in-Fact
Telephone: 206-731-1200

Approved as to form this 25th day of March, 20 16
Charles Parkin, City Attorney
By: [Signature] Deputy

approved as to sufficiency this 7 day of April, 20 16
By: [Signature]
City Manager/City Engineer
**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**
Assistant City Manager

- Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's certificate must acknowledge execution of this bond
Certificate of Acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corporate
Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Scott C. Alderman, Timothy S. Buhite, John Drummey, Jr., Simone Rae Frederick, Debbie Lindstrom and Kathleen M. Mitchell of Seattle, Washington** -

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same; and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **8th** day of **September, 2015**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

35.

County of Somerset

On this **8th** day of **September, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **25th** day of **March, 2016**



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3556 e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Arizona
County of Maricopa

On 3/25/2016 before me, Matthew Nordquist, Notary Public
(insert name and title of the officer)

personally appeared Marsha A. Lacy, Treasurer,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Arizona

County of Maricopa)

On 3/25/2016 before me, Matthew Nordquist, Notary Public
(insert name and title of the officer)

personally appeared Eileen B. Schuler, Secretary,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Eileen B. Schuler* (Seal)



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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Washington
County of King)

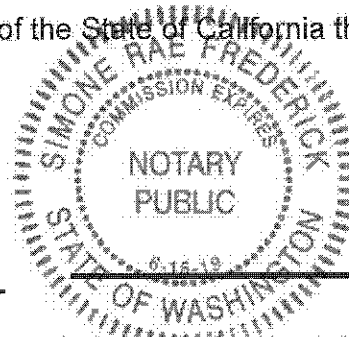
On 3/25/2016 before me, Simone Rae Frederick, Notary Public
(insert name and title of the officer)

personally appeared Timothy S. Buhite, Attorney-in-Fact,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

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

DESCRIPTION OF ATTACHED DOCUMENT

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

ATTACHMENT F


EQUAL BENEFITS ORDINANCE FORM

ITB-LB16-017

Diversion of Green Waste

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Consolidated Disposal Service Federal Tax ID No. 
Address: 2531 EAST 6TH ST
City: Long Beach State: CA ZIP: 90805
Contact Person: TERRA Daniels Telephone: 310-864-4876
Email: tdaniels@republicservices.com Fax: 480-718-4320

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes ☒ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? ☒ Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
☒ Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
☒ Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? ☒ Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

NA 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

NA 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

N/A 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.)
N/A 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 15 day of December, 2015, at Long Beach, CA

Name TEVAN Daniels Signature [Signature]

Title Division Sales Manager Federal Tax ID No 

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: TEVAN Daniels Title: Division Sales manager

Signature: [Signature] Date: 12/15/15

Business Entity Name: Consolidated Disposal Service, L.L.C. DBA Republic Services Inc

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

Individual and Sole Proprietor businesses are exempt.



Secretary of State Main Website

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(annual/biennial reports)**Filing Tips****Information Requests**
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information****Resources**

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- [Tax Information](#)
- [Starting A Business](#)

Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, December 11, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	CONSOLIDATED DISPOSAL SERVICE, L.L.C.
Entity Number:	199817510688
Date Filed:	06/24/1998
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	18500 N ALLIED WAY
Entity City, State, Zip:	PHOENIX AZ 85054
Agent for Service of Process:	C T CORPORATION SYSTEM (C0168406)
Agent Address:	
Agent City, State, Zip:	

* Indicates the information is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, December 11, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	REPUBLIC SERVICES, INC.
Entity Number:	C2267166
Date Filed:	10/30/2000
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	18500 NORTH ALLIED WAY
Entity City, State, Zip:	PHOENIX AZ 85054
Agent for Service of Process:	C T CORPORATION SYSTEM
Agent Address:	818 WEST SEVENTH ST STE 930
Agent City, State, Zip:	LOS ANGELES CA 90017

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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ATTACHMENT H

SBE

There will be a combined SBE/VSBE/LSBE goal of 1% 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.

USER PROFILE CM (REFERENCE ID: A24317)

Company Info	Additional Addresses	Classifications/Licenses	Other Business Info	Category/Description	Emergency Operations	Small Business Certification
--------------	----------------------	--------------------------	---------------------	----------------------	----------------------	------------------------------

Would you like to be certified as a Small Business? ☒ YES ☐ NO

Small Business (SBE) Certification Status

Current Status

Certification Categories

at least one category must be chosen

Financial Year Information

Gross Annual Receipts for 2011
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 other 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:

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:

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

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

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.

///

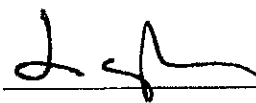
Section 4. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

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)

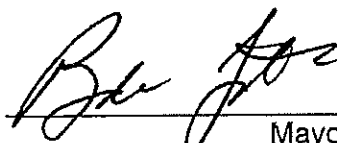

Mayor

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 failed 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:	Bid Number ITO LB16-017	Date:	12/15/15
Prime Vendor:	Consolidated Disposal	Prime Contract \$ Amount:	\$313,074

Estimated \$ Value of Prime's Participation:	\$ 309,974.57	Estimated % of Prime's Participation:	99%
Estimated \$ Value of SBE Participation:	\$ 1033.14	Estimated SBE % of Prime Contract \$ Amount:	.33%
Estimated \$ Value of VSBE Participation:	\$ 1033.14	Estimated VSBE % of Prime Contract \$ Amount:	.33%
Estimated \$ Value of LSBE Participation:	\$ 1033.14	Estimated LSBE % of Prime Contract \$ Amount:	.33%

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
Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212	LSBE	1st tier sub	XYZ Prime Consultant	Land surveying	\$100,000	20%
Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313	VSBE	Supplier	ABC Land Surveyors	Surveying supplies	\$5,000	1%
Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313	SBE	Supplier	XYZ Prime Consultant	Blueprint Supplies	\$10,000	2%
Container Management group	SBE	Supplier	Consolidated Disposal	Supplies	\$ 1033.14	.33%
Susan Fountain	LSBE	Supplier	Consolidated Disposal	Supplies	\$ 1033.14	.33%
Cynthia Lozano Vant Hut	VSBE	Supplier	Consolidated Disposal	Supplies	\$ 1033.14	.33%

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

(310) 864-4876
Phone #

[Signature]
Signature

12/15
Date

tdaniels@RepublicServices.com
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: 371835

Maria Chacon-Ferrante

Container Management Group, LLC

840 W Grove Ave

Orange, CA 92865

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:

NAICS code(s) for which SBE status is recognized: 518210, 541512, 541870, 562111, 562998
SBE Certificate Effective Date: 05/26/15
SBE Certificate Expiration Date: 05/26/18

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

In response to the City's request for SBE outreach, please see the following page.

SBE Outreach Process

In keeping with the requirements of the *RFP*, which requires outreach to registered Small Business Enterprises, Republic undertook the following process:

- Republic identified 302 registered small businesses on the City's website.
- One global email with a letter of invitation was sent out to each of the registered businesses.
- Republic representatives placed follow-up telephone calls to each business.
- An advertisement was distributed through the Long Beach Chamber of Commerce
- Republic has selected 3 firms:
 - CMG (Container Management Group) is a registered MBE : Republic intends to use a CMG for the mass distribution of carts scheduled for year four of the contract
 - Mariposa Eco-Consulting/Cynthia Vant Hul (SBE): Republic intends to use Mariposa to inform its public education/messaging strategies as well as outreach to schools in Long Beach to attain maximum diversion. Republic has utilized Mariposa in such a capacity as well as an expanded scope with hands-on auditing and technical assistance in local jurisdictions such as the LAUSD and Cities of Inglewood and San Fernando. The partnership between Mariposa and Republic has allowed LAUSD's recycling program to grow from eight percent to over 30 percent over the course of four years.

Back-up documentation which includes Republic's call log and a copy of the letter Republic emailed out is included on the following pages.

**SOUTHERN CALIFORNIA MINORITY
SUPPLIER DEVELOPMENT COUNCIL**

SCMSDC

Southern California Minority
Supplier Development Council

THIS CERTIFIES THAT

CONTAINER MANAGEMENT GROUP, LLC
[Clean-A-Can.com]

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.[®] (NMSDC[®]) and as adopted by the Southern California Minority Supplier Development Council

****NAICS Code(s): 562111 ; 518210 ; 541512 ; 541870 ; 562998**

****Description of their products/services as defined by the North American Industry Classification System (NAICS)**

October 1, 2014

SC08899

Issued Date

Certificate Number

October 1, 2015

Virginia Gomez

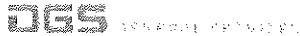
Expiration Date

Virginia Gomez, President, SCMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)



Apr 26, 2014

SB APP

Supplier #1783732
Cynthia Lozano Vam Hui
2330 Wailea Beach
BANKING CA 92220

Dear Business Person:

Congratulations on your Small Business (SB) certification with the State of California. Your business is now entitled to compete in the State's goal to spend 25 percent of its annual contracting dollars with small businesses. Each certified SB receives a five percent bid preference on applicable solicitations. This certification also guarantees higher interest penalties for late payment of undisputed invoices.

You may purchase a rubber stamp by completing the Prompt Payment Rubber Stamp Order form at www.documents.dgs.ca.gov/sd/smallbus/poststampreq.pdf

For more information or to verify certification status, visit www.eprocure.dgs.ca.gov.

Certification Period

From Apr 26, 2014 to Apr 30, 2015

Business Types

Service

Conflict of Interest for Current and Former State Employees:

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for State employees or former employees.

Annual Submission Requirement

Submit copies of the ENTIRE federal tax return to the Office of Small Business and DVBE Services (OSDS). If you have been granted a tax filing extension with the Internal Revenue Service, submit a copy of the extension form and annual financial statements; then, submit a copy of the tax return once filed. If you have employees, include the California Employment Development Department's

Susan M. Fountain

562 972 6864 sfountain@sfountain.com

SUCCESSFUL ENVIRONMENTAL PROGRAM MANAGER

Prepared to Create Award-winning, Inspiring Programs for Your Organization
Known for her experience and exceptional quality work, she excels at the execution and
initiative to strategize effectively for quantifiable goals, maintain brand recognition
through clear and concise communication, and deliver on time and within budget.

Highlights

L.A. County Regional Hazardous Materials Waste Collection Center - Secured a \$400,000 state grant for equipment and permanent signage for new L.A. County HWCC Collection Center. Wrote media outreach content for Centers opening ceremony, and webpage and recyl portable materials promoting monthly collection events. Outreach campaign awarded 2015 COWANA (Solid Waste Association of North America) Bronze Excellence Award for Communication. www.solidwaste.org/news/04/15/the-project-disposal.htm

Long Beach Solid Waste Management Program - Managed development of marketing and outreach materials for the City of Long Beach Solid Waste Management Program. Wrote and edited webpage content, direct mail and print advertising. Planned and managed community special events. Program awarded 2006 COWANA Gold Excellence Award for Nations Best Solid Waste Management Program.

Long Beach Green Awareness Campaign - Researched, developed and managed unique public awareness campaign for the City of Long Beach, the only program of its kind in California. Managed campaign launch and implementation, including stakeholder workshops, community speak events, and promotion of the City's ban of plastic carryout bags. Wrote campaign outreach materials and content for website. Campaign awarded 2007 COWANA Silver Excellence Award for Public Education. www.lbrecycles.org

Professional Experience

1995 to Present S. Fountain & Associates

LB Recycle Program - Planned, managed and marketed free online material reuse program that makes it easy for Long Beach businesses to donate new or gently used items to nonprofits and schools in Long Beach. Served as program liaison to the Long Beach Nonprofit Partnership (LBNNP) to promote program to member nonprofits. www.lbrecycles.org

Launch with a Lizard! (School Assembly Program) - Produced and managed creative in-school program designed to teach K-3rd grade students the impacts of toxic and introduce the concepts of reduce, reuse, recycle. Marketed program to elementary schools in the Long Beach Unified School District (one of the top three school systems in the U.S.). "Launch with a Lizard" had more than 54,000 student viewings and was the most-requested school assembly by 75% of Long Beach elementary schools.

California Recycling Market Development Zone (RMCZ) Program - Planned, produced and marketed a series of 24 training workshops for public administrators of the California RMCZ Program, a green economic development program designed to create local markets for recycled materials and provide low-interest business loans to California manufacturers. Re-launched and re-branded the State's training series and established a blueprint for quality training track's authority utilized. Increased attendance from eight administrators to an average of 16 to 20 administrators per workshop.

Susan M. Fountain

continued

Think It, Buy It, Recycle! Community Workshop - Planned and presented a "Green Green" community workshop featuring Russ Parsons' book and journal of the Los Angeles Times. A special feature of the Long Beach University by the Sea Summer event, Parsons' presentation included a history of how farmers' markets are changing agriculture and making people better cooks. The workshop sold out and a portion of registration fees was donated to the LB Public Library Fund.

2009 COWANA WASTE 2009 Networking Event - Planned and managed 2009 Networking Event on the Queen Mary in Long Beach. Secured event sponsors, managed outside vendors and entertainment, produced Networking Event materials and sponsor materials, secured green drinker services by Long Beach Transit, and secured prizes for donors and event raffle. Event had 600 attendees and yielded a net profit of \$75,000.

Long Beach Conservation Corps (LBCC) - Secured \$1.4 million State grant for overall operations of the LBCC, an at-risk youth job training program. Secured a \$455,000 State grant for LBCC's first year of recycling operations at the Long Beach Airport.

1988 to 1994

Nordstrom, Inc.

Nordstrom Environmental Manager, 1990 - 1994:

Created, implemented and marketed environmental management programs for Nordstrom Southern California sales region (Ontario regional distribution center, regional corporate offices, 17 mall anchor and Rack stores). Featured as lead case study in 1992 Cal EPA Commercial Recycling Video Conference broadcast statewide Program highlights:

- In-store recycling, source reduction and green products procurement programs
- Regional training workshop for merchandise buyers, negotiating vendor packaging reduction
- Regional training workshop for housekeeping and new hire, stock personnel in-store recycling

Nordstrom Advertising Senior Writer, 1988 - 1990:

Provided strategies and copy for customer direct-mail promotions and in-store seminars. Lead writer for corporate sales incentive program, management training modules and charity fundraisers. Program highlights:

- "Image and Outlook" annual series for Women's Air Cancer
- "Celebration of Life" benefit for the Orange County Ronald McDonald House

Education

- Bachelor of Arts Degree in Psychology (honors) - California State University, Fullerton

Professional and Community Organizations

- America Recycles Day - California Advisory Committee
- Pacific Coast Roundtable for Sustainability Programs - Member
- Southern California Summer Special Olympics - Recycling Manager, 2004-2006 Games
- The Wooden Floor, Timmy St. Joseph Parish - Alcohol-Drug-Prevention Coordinator

FAX COVER SHEET

June 26, 2015

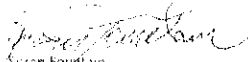
To: Travon Grant, Republic Services
562-630-6419/FAX

From: Susan Fountain

Hi Travon! It was a pleasure speaking with you this morning. Thank you for including me in your Long Beach Proposal.

Please find attached a copy of my SBE Certification Letter from the City of Long Beach.

Best regards,



Susan Fountain
562-972-6564

City of Long Beach, 113 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 570-5099

Page 2



CITY OF LONG BEACH Department of Financial Management Business Services Bureau

113 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 570-5099 www.cityoflongbeach.gov

Certified Small Business Enterprise

Vendor Account Number: 151207

Susan Fountain

S. Fountain & Associates

800 East Ocean Blvd., Suite 1601

Long Beach, CA 90802

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.

NAICS code(s) for which SBE status is recognized: 541620
SBE Certificate Effective Date: 05/17/15
SBE Certificate Expiration Date: 05/17/16

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 at any time. We warrant that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit 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 the City of Long Beach Vendor Portal, click on Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,
Becca MacDonald
Purchasing & Business Services Manager

113 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 570-5099



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.

ACCOUNTING

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 2011	<input type="text"/>
2010	<input type="text"/>
2009	<input type="text"/>
3 Year Average Gross Receipts	<input type="text" value="\$0.00"/>
Fiscal Year Begins	<input checked="" type="radio"/> January

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 other requirements
- ☐ YES ☐ NO shared employees, facilities, equipment or systems with another business



DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SERVICES BUREAU
REFUSE TRANSPORTATION PERMIT

9

10/01/15 through 9/30/2016

Pursuant to Chapter 8.60 of the Long Beach Municipal Code, the Director of Public Works or his/her designee hereby authorizes the permittee named below to remove or convey non-hazardous, non-infectious waste and/or recyclables for hire within the City of Long Beach subject to conditions set forth below.

Class of Permit:

☒ Waste Collector ☐ Recycling Processor ☐ Offal Collector ☐ Transfer Station ☐ Recycling Center

Permittee:

DBA:

Business Street Address:

Republic Services, Inc
DBA Consolidated Disposal
Service and/or Republic Services
12949 Telegraph Rd
Santa Fe Springs, CA 90670

#113-121

Batch Sticker #'s


James R. Kuhl, Manager Date 9/6/15
Environmental Services Bureau

PERMIT CONDITIONS

1. All activities conducted under this permit shall be performed in accordance with the provisions of Chapter 8.60 of the Long Beach Municipal Code and all other applicable laws and regulations.
2. Permittee shall maintain the information in the application required by Section 8.60.080 of the Long Beach Municipal Code in a current status at all times.
3. This permit is not assignable or transferable.
4. Authorized enforcement officers may request evidence of a valid permit. In this regard, it is requested that a copy of this permit be carried in each vehicle operating within the City of Long Beach and be made available to authorized representatives of the Director of Public Works upon lawful request.
5. Pursuant to Long Beach Municipal Code Chapter 14.08, any refuse receptacles that are to be placed on public streets or thoroughfares, shall first obtain a Temporary Street Occupancy Permit from the City Engineer.



(9)

DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SERVICES BUREAU
REFUSE TRANSPORTATION PERMIT

10/01/15 through 9/30/2016

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James R. Kuhl, Manager Date 9/6/15
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DEPARTMENT OF MOTOR VEHICLES

Registration Operations Division MS G875
P.O. BOX 932370 Sacramento, CA 94232-3700
(916) 657-8153

09/28/2015



CONSOLIDATED DISPOSAL SERVICE LLC
12949 TELEGRAPH RD
SANTA FE SPRINGS, CA 90670-4049

 DEPARTMENT OF MOTOR VEHICLES Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700 CONSOLIDATED DISPOSAL SERVICE LLC 12949 TELEGRAPH RD SANTA FE SPRINGS, CA 90670-4049		MOTOR CARRIER PERMIT	
Valid From: 10/01/2015		Valid Through: 09/30/2016	
CA#: 0001354		The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:	
Pmt Date: 09/25/2015		Office #: 154	
Account #: 166		Tech ID: DA	
Sequence #: 0001		Amt Paid: \$2,240.00	
		For Hire Full Year Limited Liability Company	

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922