

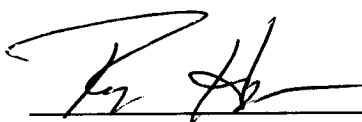


Purchasing and Contracts Branch

2201 East Market Street
Long Beach, California 90805-5556

Request for Bids (RFB)
23-1617
Hazardous Waste Removal Services

RELEASED ON: 2/24/2017



Director

2/24/17

Date



SECTION A – INSTRUCTIONS

1. INTRODUCTION

The Long Beach Unified School District (District) is seeking sealed bids from qualified vendors (Bidder), to provide hazardous waste removal services. The intent of this RFB process is to select a Bidder and establish a one (1) year base contract with an option to extend up to four (4) additional one-year periods based on satisfactory service/performance.

a) District Contact

The District contact (Contact) for this RFB is the sole point of contact for this procurement. All communication shall be in writing and submitted to the Contact as designated below. Bidders are not permitted to communicate with other District staff or officials about this RFB, except during pre-bid meetings and/or interviews, unless otherwise directed by the Contact. Direct written questions and/or correspondence related to this RFB to:

Contact: Toni Sampo, Purchasing Agent

E-Mail: TSampo@lbschools.net

Bidders interested in participating in this RFB should immediately provide the Contact with a telephone number and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete bids.

b) Deadline for Submitting Questions

Any questions regarding the RFB must be submitted to the Contact referenced above, by e-mail, no later than 3/2/2017 at noon. Reference the RFB Number and Title when making inquiries. Inquiries submitted by the inquiry submittal deadline will receive a response from the District no later than 3/9/2017.

c) Background

Quantities for each item are based on an estimated usage and the District's best estimate of future purchases throughout the term of the bid. The District currently spends approximately \$150,000 per year on hazardous waste removal services. Bidders are advised that the quantities are approximate and actual order may total either greater or lesser amounts. Services will be requested on an as needed basis.

2. FORMAT AND SUBMISSION

Bids must be submitted on the provided bid documents in conformance with this RFB. Bids must be submitted in a sealed envelope with the bid number appearing on the face thereof, and the Bidder's name, address, telephone number. Bidders must:

- Complete and insert the Company Information Form, furnished herewith.
- Complete and insert the Piggyback Clause Form, furnished herewith.
- Complete and insert the Request for Taxpayer Identification Number and Certification Form (Form W-9), furnished herewith.
- Complete and insert the Bid Form and Scenario Price Worksheets, furnished herewith
- Complete and insert addendum in chronological order, as applicable.
- Provide current Fee Schedule



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Additionally, bids must be submitted to and addressed as follows:

LBUSD Purchasing & Contracts Branch
Attn: Toni Sampo, Purchasing Agent
RFB 23-1617 - Hazardous Waste Removal Services
2201 E. Market Street
Long Beach, California 90805

The deadline for submitting a sealed bid is **3/16/2017 at 11:00 a.m.** Any bid received after this time will be returned unopened (Government Code Section 53068). It is the Bidder's responsibility to ensure that the bid arrives before the specified time.

The District will not be responsible for bids not properly marked and delivered. Postmarks will not be accepted in lieu of actual receipt. **Faxed or e-mailed bids will not be accepted.**

3. CONTRACT TERM

The initial contract period will be April 2017 through March 2018. The contract may be extended for up to four (4) additional one (1) year periods upon mutual consent of both parties. The District requires that all pricing contained in the bid remain firm for the initial term. The District will consider fully documented requests for price increases, to be submitted at least thirty (30) days prior to contract renewal. The District may, at its sole option, accept any changes or cancel from the contract those items concerned.

AWARD

a) Method

After the public bid opening, where the apparent low bid is identified, bids will be reviewed to ascertain that they are in compliance with the RFB requirements. Bidders may be deemed non-responsive for failure to comply with the requirements set forth herein. Evaluation of responsible Bidders will be based on, but not limited to such factors as ability to deliver products in a timely manner, appropriateness and quality of materials offered, length and scope of the warranties and pricing.

It is the intent of the District to award this contract to a single Bidder who is deemed to be the lowest responsible and responsive Bidder. The figures used in the scenarios herein will be the basis for the District to award the RFB.

b) Award Process

Once the lowest responsible/responsive Bidder has been determined, a Notification of Intent to Award will be issued to all Bidders who submitted a bid identifying the lowest responsible/responsive Bidder.

c) Commencement of Services

A Purchase Order will be issued once:

- Board authority is granted.
- Contract is executed.
- Insurance requirements have been met, if applicable.
- Verification of current vendor W-9 Tax Form.



d) Reservations

The District reserves the right to:

- Reject any and all bids, or any part of any bid.
- Accept any part of the bids, at prices quoted, to the best advantage of the District, unless Bidder by indicating on bid positively limits his bid to “all or none”.
- Waive any informality or minor irregularity in any bid.
- Tie bids will be awarded to the local vendor (if any). If a tie bid still remains award will be determined in compliance with Public Contract Code 20117.

Bids are subject to acceptance within sixty (60) days of closing date, and all bids shall remain irrevocably in effect for sixty (60) days after the bid closing date. A written purchase order furnished to the Bidder results in a binding contract without further action by either party.

4. SCOPE OF SERVICES

The awarded Bidder must provide inventorying, packaging, removal, manifesting, labeling, loading, transporting and disposal of hazardous and non-hazardous waste/materials in accordance with federal, state and local regulations. The work to be done under this contract includes, but is not limited to, providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work. Additionally, awarded Bidder shall:

- Confirm all non-emergency requested services to the District within twenty-four (24) hours of a request. The requested service must begin within five (5) business days unless otherwise approved by the District.
- Provide emergency response services within two (2) hours from the initial request.
- Include a detailed and accurate invoice with each service. Purchase order number must appear on all documentation and invoices.
- Provide the District with updated Fee Schedules as they become available.

5. SCENARIOS

The fictitious scenarios below shall be used as examples for typical jobs of the awarded contract. The prices provided by each Bidder in these scenarios will be the basis for the District to award the RFB. Scenario pricing must be consistent with the Bidders submitted Fee Schedule. Bidders are to provide pricing for the following four (4) scenarios:

- Scenario #1 - Lab pack of chemicals
- Scenario #2 - Sewage spill clean up
- Scenario #3 - Clarifier and sump clean out
- Scenario #4 - Vacuum out sewer vault



Scenario #1: Lab pack of chemicals

Provide full service lab pack of chemical waste. Services shall include packaging, loading, labeling, manifests, and transport. Scenario #1 is anticipated to require the following:

LABOR		HOURS
TECHNICIAN		32.0
CHEMIST		24.0
FIELD SUPERVISOR		10.0
EQUIPMENT		UNITS
GEAR TRUCK, LESS THAN 1 TON		1 DAY
GEAR TRUCK, 1-3 TON		3 DAYS
MATERIALS		QUANTITY
5 GALLON PAIL		8
15 GALLON OPEN TOP		2
30 GALLON OPEN TOP		2
VERMICULITE (25 LB BAG)		5
OUTSIDE SERVICES		COST
DISPOSAL (Invoiced at \$6,530.00 plus markup)		\$6,530.00



Scenario #2: Sewage spill clean up

Provide crew, equipment and materials to perform sewage spill cleanup. Set up air ventilation, air monitoring, vacuum hoses, test air, and enter basement access. Pump sewage, and spray bleach water solution. Scenario #2 is anticipated to require the following:

LABOR	HOURS
SUPERVISOR	7.0
TECHNICIAN	28.0
EQUIPMENT	UNITS
GEAR TRUCK WITH LIFT GATE	7.5 HOURS
VACUUM TRUCK 70 BBL	7.0 HOURS
UTILITY TRUCK 4X4 W/TRAFFIC & LIFT GATE	7.5 HOURS
EMERGENCY RESPONSE UNIT, SMALL	7.5 HOURS
STEAM MACHINE, 3500 PSI	7.5 HOURS
4 GAS AIR MONITOR	2 DAYS
COPPUS BLOWER	2 DAYS
HAND TOOLS (1 SET)	1 DAY
HUDSON SPRAYER	1 DAY
MATERIALS	QUANTITY
BLEACH, GALLON	1
LEVEL "C" PIPE, SET	3
LEVEL "D" PIPE, SET	3



Scenario #3: Clarifier and sump clean out

Provide crew, equipment, and materials to clean out clarifiers, and sumps at multiple site. Scenario #3 is anticipated to require the following:

LABOR		HOURS
TECHNICIAN		48.0
FIELD SUPERVISOR		23.5
TRUCK DRIVER		28.0
EQUIPMENT		UNITS
GEAR TRUCK, 1-3 TON		3 DAYS
VACUUM TRUCK 70 BBL		24.0 HOURS
PRESSURE WASHER		20.0 HOURS
MATERIALS		QUANTITY
HD BLACK RUBBER GLOVES (PAIR)		9
DISPOSABLE WHITE TYVEK		4
OUTSIDE SERVICES		COST
DISPOSAL (Invoiced at \$1,955.00 plus markup)		\$1,955.00



Scenario #4: Vacuum out sewer vault

Provide crew, equipment and materials to clean out and pressure wash sewer vault and provide stand by rescue, as directed. Scenario #4 is anticipated to require the following:

LABOR	HOURS
PROJECT MANAGER	4.0
EQUIPMENT OPERATOR	10.5
SITE FOREMAN	10.5
EQUIPMENT	UNITS
GEAR TRUCK, LESS THAN 1 TON	1 DAY
GEAR TRUCK, 1-3 TON	1 DAY
MINI GUZZLER, TRAILER MOUNTED	4.0 HOURS
FOUR GAS METER	1 DAY
CONFINED SPACE RESCUE TRAILER	1 DAY
GENERATOR	1 DAY
COPPUS BLOWER	1 DAY
MATERIALS	QUANTITY
HD BLACK RUBBER GLOVES (PAIR)	2
DISPOSABLE WHITE TYVEK	4
DISPOSABLE HALF FACE RESPIRATOR	1
BLEACH, GALLON	2



6. CLARIFICATION AND INTERPRETATION

The words “must” or “will” or “shall” in this RFB indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the bid.

The District wants to avoid any misunderstanding where it is assumed that a feature is included in the bid and turns out to be an optional, extra cost feature. Any features that are optional, extra cost items shall be clearly referenced as such in all correspondence, including RFB questions and the written Bid Form.

7. BID PROTEST PROCEDURE

Any Bidder who submitted a bid may file a bid protest. The protest shall be filed in writing with the District’s Assistant Purchasing & Contracts Director not more than five (5) business days after the date of the Notice of Intent of Award. An e-mail address shall be provided and by filing the protest, protesting Bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a) Resolution of Bid Controversy

Once the bid protest is received, the apparent lowest responsible Bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low Bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low Bidder should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District’s reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b) Appeal

If the protesting Bidder or the apparent low Bidder is not satisfied with the decision, the matter may be appealed to the Purchasing & Contracts Director or their designee, within three (3) business days after receipt of the District’s written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

**LBUSD Purchasing & Contracts Branch
Attn: Toni Sampo, Purchasing Agent
RFB: 23-1617 Hazardous Waste Removal Services
2201 E. Market Street
Long Beach, CA 90805**

c) Appeal Review

The Purchasing & Contracts Director or their designee shall review the decision on the bid protest from the Assistant Purchasing & Contracts Director and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of Purchasing & Contracts Director or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.



d) Reservation of Rights to Proceed with Project Pending Appeal

The District reserves the right to proceed to award the bid pending an Appeal. If there is a critical completion deadline, the District may choose to shorten the time limits set forth in this section if written notice is provided to the protesting party. E-mailed notice shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e) Finality

Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting Bidder's administrative remedies.



SECTION B – GENERAL TERMS AND CONDITIONS

1. The detailed requirements of the Bid Proposal specifications shall supersede any conflicting provisions of these General Conditions.
2. Hereinafter the word "District" means the Board of Education or its authorized representative. The general specifications are for reference only. The District reserves the right to waive any minor variations from specifications and to evaluate the bid based on the determination of what is in the District's best interest and the ability of the items to perform the task for which they are being purchased. The District will make its determination based on specifications set forth in this bid and their applicability to the end-user's needs.
3. **ADDENDA:** The District reserves the right to modify and issue addenda to this RFB. A signed copy of all addenda shall be submitted as part of the bid. Failure to include the addenda may result in a non-responsive submittal. Addenda shall become a part of this RFB and any Agreement, which may result from this solicitation.
4. **AFFIRMATIVE ACTION:** The Long Beach Unified School District is an Affirmative Action/Equal Employment Opportunity Employer and in accordance with applicable state and federal law, does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition (cancer related), national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation or sex. This policy of affording equal employment opportunities to all persons is in keeping with provisions of Title VII and Title IX amendments of the United States Code, which protect persons against discrimination.
5. **ASSIGNMENT:** No contract awarded under this proposal shall be assigned except with the District's written approval.
6. **ASSIGNMENT BY BIDDER:** Assignment by Bidder to purchasing body rights under Federal law arising from purchase pursuant to bid: In submitting a bid to public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) or Part 2 of Division 7 of the Business Professions Code, arising from purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. The preceding provisions of this section shall be included in full in any specification for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.
7. **BID PREPARATION AND SUBMISSION:**
 - a. Bids received later than the time and date specified herein will not be considered and will be returned unopened to the Bidder (Government Code Section 53068).
 - b. All prices and other notations must be typewritten or legibly written in ink. Changes or corrections must be initialed in ink by the person signing the bid.
 - c. Bidders shall bid separately on each item, showing unit price and other required information. The unit price shall prevail.
 - d. Bidder shall quote no less than lowest net price, best delivery date, maximum discount terms for prompt payment of at least thirty (30) days, and list manufacturer and model # of the item offered.
 - e. Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, of current manufacture.
8. **CANCELLATION:** District may, at any time, with or without reason, terminate the Contract and compensate Bidder only for goods/services satisfactorily rendered prior to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Bidder. Notice shall be deemed given when received by the Bidder or no later than three days after the day of mailing, whichever is sooner.
9. **CONTRACT DOCUMENTS:** The complete purchase agreement includes the following documents: The advertisement for bids (when required), the bid and purchase order conditions, the specifications and drawings, the bid of the supplier and its acceptance by the District, the purchase order, performance guarantee, executed agreement, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
10. **DEFAULT BY BIDDER:** The District shall hold the Bidder responsible for any damage which may be sustained because of the failure or neglect of the Bidder to comply with any term or condition listed herein or in the purchase order, it being specifically provided and agreed that time shall be of the essence of the contract delivery requirements.

If the Bidder fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places herein stated or otherwise fails or neglects to comply with the specifications and other terms of the contract, the District may, upon written notice to the Bidder, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere



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- without notice to the Bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the Bidder and the surety on the performance bond, if any.
11. **DELIVERY:** No equipment shall be accepted unassembled; all equipment shall be assembled prior to (or within three business days) after delivery; and no charges for transportation, handling, containers, packing, etc., will be allowed unless otherwise specified in the bid. All articles shall be subject to inspection and acceptance or rejection by the District.
 12. **FORCE MAJEURE CLAUSE:** The parties to the contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is established that the non-performance is not due to the fault or neglect of the party not performing.
 13. **PAYMENT:**

Payment will be made only to the firm name written on the bid. All cash discount (prompt payment terms) shall be taken and computed from the date of acceptance of material or the date of receipt of the invoice, whichever is later.
 14. **PERMITS AND LICENSES:** Licenses must be legally held in the name as submitted on bid documents. The Bidder and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed.
 15. **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated herein. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.
 16. **PROMPT PAYMENT TERMS:** Cash discounts shall be considered in determining low bid if discount offered is for (30) day payment period or longer. Cash discounts for less than thirty (30) days shall not be considered in determining low bid.
 17. **PROPERTY OF THE DISTRICT:** All bids and materials submitted become the property of the District and may be used by the District in any way it deems appropriate. In addition, bids received will be subject to the California Public Records Act.
 18. **SAFETY AND LEGAL REQUIREMENTS:**
 - a. All materials, equipment or supplies referred to in the bid shall be in full compliance with the safety orders and regulations of the Division of Industrial Safety of the State of California, product labeling and regulations of the California Department of Consumer Affairs, and the minimum standards of the O.S.H.A., and all other laws and ordinances applicable thereto.
 - b. All electrical, radio and electronic equipment, materials, supplies and accessories called for in the specifications must bear the seal of approval of the Underwriters Lab., Inc., and/or the Electrical Testing Laboratories of the City of Los Angeles. Where seals of approval are not visibly identifiable, a signed statement of such approval shall be furnished to the District, if so requested.
 - c. Motor-driven or shock-hazard machinery and appliances must have a 3-wire cord (grounded) and 3-prong plug. If the item is "double-insulated" and so certified by U.L., grounding is not necessary.
 - d. When applicable, will be required to submit Material Safety Data sheets (MSDS) for the items awarded.
19. **TRADE-INS & ALTERNATIVE BID:** The District may offer to purchase certain items conditioned on the agreement of the Bidder to purchase designated equipment and remove same from the District, and stating in the bid the amount that may be deducted from the bid price for furnishing the new material, as provided in § 39523 and § 81454 of the Education Code. Condition of the equipment to be turned in is to be "as is". Equipment may be inspected if desired. Bidder may either offer an exchange allowance or an alternative quotation on the same item without trade-in.

Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, of current manufacture.
20. **WARRANTY:** Period shall begin on the date that the article is placed into service by the user. Each Bidder shall state in writing the warranty on parts and labor as applicable. Additionally, Bidder shall warrant all products to be free from defects in both materials and workmanship, and will guarantee replacement and/or full refund of the purchase price. Warranty period shall begin on the date that the article is placed into service by the user.
21. **WITHDRAWAL OR CHANGE OF BID:** Bids may be withdrawn only by letter or in person prior to the stated closing time. No change(s) or addition(s) or correction(s) or withdrawal of bids will be permitted after the stated closing time. Bids may only be withdrawn after closing with consent of the District.



SECTION C – SAMPLE AGREEMENT

This AGREEMENT is made and entered into this <<DATE>> day of <<MONTH>>, <<YEAR>>, between the **LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter referred to as "DISTRICT," and <<CONTRACTOR'S NAME>>, hereinafter referred to as "CONSULTANT."

The parties agree as follows:

1. Services to be Provided by CONSULTANT: <<DESCRIPTION OF SERVICES TO BE PROVIDED>>, in accordance with Exhibit A, as requested by the DISTRICT. The CONSULTANT is to report to the <<DISTRICT CONTACT>>, <<SITE>> for the DISTRICT, during the course of the Work.
2. Exhibit. CONSULTANT's proposal is attached hereto and incorporated herein by this reference as Exhibit A. The purpose of Exhibit A as used in this agreement is to further define Paragraphs 1 and 4 only, Services to be Provided, and Fee, any additional terms included in Exhibit A are hereby rendered void. If any terms or conditions conflict between this agreement and Exhibit A, the agreement shall prevail.
3. Term. CONSULTANT shall commence providing services under this AGREEMENT on <<START DATE>>, and will diligently perform as required. Under no circumstance shall the term of this contract extend beyond <<END DATE>> without a written amendment to this AGREEMENT executed by both parties in writing.
4. Fee. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed <<DOLLAR AMOUNT WRITTEN IN WORDS>> DOLLARS and NO/100 (\$<<NUMERICAL AMOUNT>>).
5. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT which are not specified in the AGREEMENT and/or Paragraph 4 above.
6. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.
7. Materials. CONSULTANT shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, unless otherwise agreed by both parties. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.
8. Originality of Services. CONSULTANT agrees that, if applicable, all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.
9. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all rights, title and interest in said matter.



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10. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
11. Hold Harmless. CONSULTANT shall defend, indemnify, and hold harmless the DISTRICT and its governing board, officers, employees and agents from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not limited to attorney fees and costs), penalties, assessments, judgments, or obligations, actions, or causes of action, whatsoever for or in connection with any injury, damage, or loss to any person or property, including the DISTRICT, arising from or connected in any way directly or indirectly or as a consequence of the acts and omissions of CONSULTANT, its agents, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, including, but not limited to, its failure to comply with its obligations under this AGREEMENT and under the law.
12. Insurance. Pursuant to Section 11, CONSULTANT agrees to carry commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate, automobile liability insurance with limits of One Million Dollars (\$1,000,000) combined single limit, and professional errors and omissions with limits of One Million Dollars (\$1,000,000) per claim/One Million Dollars (\$1,000,000) aggregate, in forms mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Upon request, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.
13. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.
14. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.
15. Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
16. Entire Agreement/Amendment. This AGREEMENT constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.
17. Nondiscrimination. CONSULTANT agrees to not discriminate on the basis of race, color, religion, sex, marital status, national origin, ancestry, familiar status, disability, sexual orientation, pregnancy or pregnancy related condition in its employment practices. This policy of affording equal employment opportunities to all persons is in keeping with provisions of state and federal laws and regulations.
18. Images. If applicable, the CONSULTANT is prohibited from capturing on any visual medium



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images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express prior written consent from the DISTRICT and, in the case of a student or employee, the express prior written consent from the student's parents or the employee whose image is to be captured.

19. Non Waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

20. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given by one or more of the following: (a) personal service, (b) email, (c) facsimile, or (d) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:	CONSULTANT:
Long Beach Unified School District	<<CONTRACTOR'S NAME>>
2201 E. Market Street	<<ADDRESS>>
Long Beach, CA 90805	<<CITY, STATE ZIP>>
Attn: Contracts Office	Attn:
Telephone: 562-663-30	Telephone: <<TELEPHONE NUMBER>>
Facsimile: 562-634-5013	Facsimile:

21. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

22. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Los Angeles County, California.

23. Education Code 45125. During the entire term of this Contract, the Consultant and its contractors and agents, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements) with respect to individuals who will have contact with Long Beach Unified School District pupils in the performance of the work of this AGREEMENT.

24. In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the governing board duly passed and adopted.

The undersigned hereby certify that they are authorized to bind their respective entities.

<<CONTRACTOR'S NAME>>

**LONG BEACH UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY**

By: _____

By: _____



COMPANY INFORMATION FORM

TO THE BOARD OF EDUCATION OF THE LONG BEACH UNIFIED SCHOOL DISTRICT

Honorable Members:

In compliance with the Request for Bids, the undersigned, acting for the firm named, hereby proposes and agrees, if this bid be accepted, to furnish the items and/or services at the prices quoted opposite each item, within the times indicated, and in accordance with the instructions, general conditions, and specifications set forth in these bid documents.

LEGAL FIRM NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: (_____) _____

E-MAIL: _____

TAX ID NUMBER: _____

BIDDER HAS INCLUDED FEE SCHEDULE: YES NO

NON-COLLUSION STATEMENT: Bidder hereby certifies that this bid is genuine and not collusive or made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly, induced or solicited any other Bidder to put in sham bid, or any other person, firm, or corporation to refrain from bidding, and the Bidder has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

OBJECTION TO TERMS: If the Bidder has any objections to the terms of this RFB, these objections must be clearly addressed, in writing, on the a cover letter which shall accompany the bid and shall specifically reference the particular section number, paragraph, and page number of the objection.

MANUAL SIGNATURE: _____ DATE _____

PRINTED NAME & TITLE: _____



PIGGYBACK CLAUSE

COMPANY NAME: _____

For the term of the agreement and any mutually agreed extensions pursuant to this request for bids, **at the option of the vendor**, other school districts, community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 of the Public Contract Code.

The Long Beach Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

(Please initial one of the following)

Piggyback option granted _____

Piggyback option not granted _____

EXCLUSIONS: _____



REQUEST FOR BIDS 23-1617
Hazardous Waste Removal Services

Request for Taxpayer Identification Number and Certification (Form W-9)

<p>Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																													
<p>Print or type See Specific Instructions on page 2.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>																														
	<p>2 Business name/disregarded entity name, if different from above</p>																														
	<p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>																														
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> </p>																														
	<p>5 Address (number, street, and apt. or suite no.)</p>	<p>Requester's name and address (optional)</p>																													
	<p>6 City, state, and ZIP code</p>																														
	<p>7 List account number(s) here (optional)</p>																														
<p>Part I Taxpayer Identification Number (TIN)</p> <p>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 <i>How to get a TIN</i> on page 3.</p> <p>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.</p>																															
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="3"> </td><td style="text-align: center;">-</td><td colspan="3"> </td><td style="text-align: center;">-</td><td colspan="3"> </td> </tr> </table>	Social security number																					-				-			
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		<p>or</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="3"> </td><td style="text-align: center;">-</td><td colspan="3"> </td><td colspan="3"> </td> </tr> </table>	Employer identification number																					-							
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			-																												
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 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. <p>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.</p>																															
<p>Sign Here</p>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>																													



BID FORM

COMPANY NAME: _____

SCENARIO	QTY	DESCRIPTION	COST	EXTENDED
1	10	LAB PACK OF CHEMICALS		
2	1	SEWAGE SPILL CLEAN UP		
3	4	CLARIFIER AND SUMP CLEAN OUT		
4	2	VACUUM OUT SEWER VAULT		
TOTAL BID AMOUNT			\$	



SCENARIO #1 – PRICE WORKSHEET

LABOR	HOURS	RATE	EXTENDED
TECHNICIAN	32.0		
CHEMIST	24.0		
FIELD SUPERVISOR	10.0		
EQUIPMENT	UNITS	RATE	EXTENDED
GEAR TRUCK, LESS THAN 1 TON	1 DAY		
GEAR TRUCK, 1-3 TON	3 DAYS		
MATERIALS	QUANTITY	PRICE	EXTENDED
5 GALLON PAIL	8		
15 GALLON OPEN TOP	2		
30 GALLON OPEN TOP	2		
VERMICULITE (25 LB BAG)	5		
OUTSIDE SERVICES	COST	MARKUP	EXTENDED
DISPOSAL (Invoiced at \$6,530.00 plus markup)	\$6,530.00		
SCENARIO #1 TOTAL			



SCENARIO #2 – PRICE WORKSHEET

LABOR	HOURS	RATE	EXTENDED
SUPERVISOR	7.0		
TECHNICIAN	28.0		
EQUIPMENT	UNITS	RATE	EXTENDED
GEAR TRUCK WITH LIFT GATE	7.5 HOURS		
VACUUM TRUCK 70 BBL	7.0 HOURS		
UTILITY TRUCK 4X4 W/TRAFFIC & LIFT GATE	7.5 HOURS		
EMERGENCY RESPONSE UNIT, SMALL	7.5 HOURS		
STEAM MACHINE, 3500 PSI	7.5 HOURS		
4 GAS AIR MONITOR	2 DAYS		
COPPUS BLOWER	2 DAYS		
HAND TOOLS (1 SET)	1 DAY		
HUDSON SPRAYER	1 DAY		
MATERIALS	QUANTITY	PRICE	EXTENDED
BLEACH, GALLON	1		
LEVEL "C" PIPE, SET	3		
LEVEL "D" PIPE, SET	3		
SCENARIO #2 TOTAL			



SCENARIO #3 – PRICE WORKSHEET

LABOR	HOURS	RATE	EXTENDED
TECHNICIAN	48.0		
FIELD SUPERVISOR	23.5		
TRUCK DRIVER	28.0		
EQUIPMENT	UNITS	RATE	EXTENDED
GEAR TRUCK, 1-3 TON	3 DAYS		
VACUUM TRUCK 70 BBL	24.0 HOURS		
PRESSURE WASHER	20.0 HOURS		
MATERIALS	QUANTITY	PRICE	EXTENDED
HD BLACK RUBBER GLOVES (PAIR)	9		
DISPOSABLE WHITE TYVEK	4		
OUTSIDE SERVICES	COST	MARKUP	EXTENDED
DISPOSAL (Invoiced at \$1,955.00 plus markup)	\$1,955.00		
SCENARIO #3 TOTAL			



SCENARIO #4 – PRICE WORKSHEET

LABOR	HOURS	RATE	EXTENDED
PROJECT MANAGER	4.0		
EQUIPMENT OPERATOR	10.5		
SITE FOREMAN	10.5		
EQUIPMENT	UNITS	RATE	EXTENDED
GEAR TRUCK, LESS THAN 1 TON	1 DAY		
GEAR TRUCK, 1-3 TON	1 DAY		
MINI GUZZLER, TRAILER MOUNTED	4.0 HOURS		
FOUR GAS METER	1 DAY		
CONFINED SPACE RESCUE TRAILER	1 DAY		
GENERATOR	1 DAY		
COPPUS BLOWER	1 DAY		
MATERIALS	QUANTITY	PRICE	EXTENDED
HD BLACK RUBBER GLOVES (PAIR)	2		
DISPOSABLE WHITE TYVEK	4		
DISPOSABLE HALF FACE RESPIRATOR	1		
BLEACH, GALLON	2		
SCENARIO #4 TOTAL			