

**REPORT TO MAYOR AND CITY COUNCIL****TO THE HONORABLE MAYOR AND CITY COUNCIL:**

DATE: March 25, 2014

SUBJECT: AWARD OF CONTRACT NOT TO EXCEED \$15,000 FOR RFB #2277, ABANDONED TRASH REMOVAL ON AN AS-NEEDED BASIS**Report in Brief**

The Public Works Department manages an annual contract to remove trash illegally discarded on public property in the City of Concord. Bids for RFB #2277, *Abandoned Trash Removal on an As-Needed Basis* were opened on February 25, 2014 at 10:00 a.m. The bid results are shown as Attachment 1.

Staff recommends that the City Council award a contract **not to exceed \$15,000** for abandoned trash removal on an as-needed basis to Bernardini Enterprises, Inc. as the lowest bidder. Further, staff recommends that Council authorize the City Manager to execute the current contract and extend the contract for up to three additional, one-year periods.

Background

On January 28, 2014, nine (9) potential vendors were solicited to bid on RFB #2277, as described in Attachment 2. The bid notice was posted in the Finance Office lobby and on the City's website. Notice of this RFB also went to the Concord Chamber of Commerce. In response to questions from potential bidders, the City issued one addendum to RFB #2277 on February 15, 2014.

On February 25, 2014, at 10:00 am, submittals were opened and read by the City Clerk. Five (5) vendors responded. Bernardini Enterprises, Inc. of Oakland, California was the low bidder at \$48 per item. There were no local vendors.

Discussion

The City of Concord Public Works Department has contracted to remove trash illegally discarded on public property since July 2006. The purpose of the contract is to remove items dumped on public property expeditiously. Typical items include beds, couches, major appliances, construction material, and garbage dumped on the street and sidewalk.

The table found at Attachment 3 details 182 cases of illegal dumping handled by the current contractor in Concord during Calendar Year 2013 (January 1, 2013 to December 31, 2013). In total, the contractor picked up and properly disposed of 993 cubic yards of trash that had been discarded on public property.

**AWARD OF CONTRACT FOR RFB #2277
ABANDONED TRASH REMOVAL ON AN AS-NEEDED BASIS**

March 25, 2014

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The Public Works Department has contracted for two reasons. First, staffing reductions in the Public Works Department decreased availability of personnel and increased response time. Over three years beginning with Fiscal Year 2008, the number of full-time personnel in Public Works decreased by 30% and part-time staff by 27%. While Public Works staff often are not available to immediately pick up trash, the contractor is always available to respond to incidents the same day if reported before 11 a.m. and the next day if reported after 11 a.m. The second reason was to save money. The contractor can pick up and properly recycle or properly dispose of any item like a refrigerator or couch from anywhere in Concord for \$48 including labor, vehicles, equipment, fuel, transportation, disposal/recycling fees, taxes, licensing, and insurance. Using a contractor in these instances is very cost effective.

Fiscal Impact

The City has received grant funds from the State for this purpose pursuant to the California Beverage Container Recycling and Litter Reduction Act of 1986, (AB 2020-Margolin). This contract will be entirely paid from the grant funds.

Public Contact

Posting of the Council Agenda.

Recommendation for Action

Staff recommends that the City Council award a contract **not to exceed \$15,000** for abandoned trash removal on an as-needed basis to Bernardini Enterprises, Inc. as the lowest bidder. Further, staff recommends that Council authorize the City Manager to execute the contract and extend the contract for up to three additional, one-year periods.



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Reviewed by: Justin Ezell
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Attachments:

- 1) Bid Opening Review Memo.
- 2) Request for Bid #2277
- 3) Abandoned Trash Removal History for CY 2013



PURCHASING DEPARTMENT – FINANCE * CITY OF CONCORD (COC)
 1950 Parkside Drive, MS/07 * (925)671-3178 / (925)676-2290 FAX

INTEROFFICE MEMORANDUM

To: Jeff Roubal, Fleet Manager

From: Debbie Wellnitz, Purchasing Manager

Subject: Review Memo for Request For Bid (RFB)#2277 – Abandoned Trash Removal Services on an As-Needed Basis

Date: February 25, 2014

This correspondence is to advise you that I have completed the administrative review for the above RFB and the apparent lowest, responsive, and responsible bidder is **Bernardini Enterprises Inc.**

The City issued a 'Request For Bid' notice in accordance with the COC Procurement Policy on January 28, 2014 . Nine (9) potential bidders were solicited and the Notice to Bid was published on the City's website, Public Purchase System, posted in the Finance Building Window for Postings, and sent to the Concord Chamber of Commerce. Five (5) companies submitted a bid by the deadline of 10:00 AM on **February 25, 2014.**

The following table is the results from the bid opening with the lowest bid listed first:

	Bidder's Company Name	Total Bid Per Item
1	Bernardini Enterprises, Inc. 2337 Helen Street Oakland, CA 94608	\$ 48.00
2	Labati's Tree Care 1330 Veale Ave. Martinez, CA 94553	\$ 49.00
3	Junk Pros 136 Canyon Lakes Way San Ramon, CA 94582	\$ 50.00
4	David C. Dunn Company 1547 Palos Verdes Mall, #282 Walnut Creek, CA 94597	\$ 52.50
5	Rapid Recycle 5292 Pacheco Blvd. Pacheco, CA 94553	\$ 55.00

The bid tabulation is typically posted on the website shortly after the bid opening. I have reviewed each bid submittal for completeness and correct amount calculations. Minor informalities shall be rectified with the bidder(s).

Attachment 1

The bid tabulation and a copy of each submittal are attached for your review. The bid submittals are subject to your technical evaluation. Upon your review and decision on the selected bid based on 'best value' for the City, the awarded contractor will be notified for any additional, applicable requirements and documentation including but not limited to a signed contract, current business license, insurance requirements, and bonds. A purchase order shall be issued once all required documents are submitted and council approval awarded (if applicable) and you may inform the awarded contractor with a 'Notice to Proceed' for commencement of work.

Please contact me for any questions and status of your review progress at 671-3219. Thank you.



REQUEST FOR BID (RFB) #2277

**“Abandoned Trash Removal Services
on an As-Needed Basis”**

RFB Issued	January 28, 2014
Questions Due	February 11, 2014 @ 4:00 PM [Addendum (if applicable) will be issued & posted on February 15, 2014]
Bid Due Date / Bid Opening	February 25, 2014@ 10:00 AM <u>Bid Submittals & Bid Opening Location:</u> Office of City Clerk-Wing A City of Concord Civic Center 1950 Parkside Drive-M/S 03 Concord, California 94519

Contact person for the above RFB: Debbie Wellnitz
Email: purchasing@cityofconcord.org / 925-671-3219
Purchasing Manager, City of Concord

REQUEST FOR BIDS (RFB) # 2277
Abandoned Trash Removal Services on an As-Needed Basis

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V. EXHIBITS

<u>BID SUBMISSION REQUIREMENTS TABLE</u>		Page	MUST be submitted with Bid
Exhibit A	Specifications/General Work and Conditions <i>(5 pgs)</i>	14	
Exhibit B	Bid Submittal Form A. Company/Cost Information B. Other Information C. Workers' Compensation Certification <i>(3 pgs)</i>	19	√
Exhibit C	Exceptions to Specifications/ Requirements <i>(1 pg)</i>	22	√ <i>(if applicable)</i>
Exhibit D	W-9 Form <i>(1 pg)</i>	23	√
Exhibit E	Local Vendor Preference <i>(1 pg)</i>	24	√ <i>(if applicable)</i>
Exhibit F-1	Sample Purchase Order (PO) Terms and Conditions <i>(2 pgs)</i>	25	
Exhibit F-2	Sample Contract <i>(8 pgs)</i>	27	
Addendum	<i>Don't forget to include any Addendum Acknowledgement page(s) or you may specify them in Exhibit B, Section B. Other Information</i>		√ <i>(if applicable)</i>

I. ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

Best Value Concept	For bids, contract shall be awarded to the lowest responsive bidder. In determining the ‘lowest responsive bidder’, the City will apply the best value concept. Value: A concept to be applied in determining the lowest responsive bidder, which includes price, quality, quantity, and the ability of the bidder to perform the contract or order and to provide future maintenance or repairs. <i>[Please refer to Municipal Code Sec. 2-647 (Ordinance No. 11-9) for further details.]</i>
Bid	Shall mean the bidders’/contractors’ response to a Request For Bid (RFB).
Bidder	Shall mean the specific person or entity responding to the Request for Bid (RFB) or Request for Quotation (RFQ).
City	When capitalized, shall refer to the City of Concord.
Contract	A written agreement between the City and a vendor or contractor to provide goods, supplies, equipment, and or services. The terms ‘contract’ and ‘agreement’ are synonymous. The term ‘contract’ includes, but is not limited to, a purchase order, a contract for services, an addendum or change order, a letter agreement, or a memorandum of understanding.
Contractor	When capitalized, shall refer to selected bidder that is awarded a contract. The terms ‘vendor’ and ‘contractor are synonymous.
Council	Shall refer to the City Council.
CPRA	Refers to California Public Records Act (Government Code Sections 6250-6270)
Environmentally Preferable Products	Products manufactured in a manner such that the impact on the environment is minimized throughout the entire lifecycle of the product by implementing sustainable practices during material sourcing, manufacturing, transportation, and by providing products that can be used and disposed of in an environmentally sound manner
EPA	United States Environmental Protection Agency
Federal	Refers to United States Federal Government, its departments and/or agencies
F.O.B.	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)
Labor Code	Refers to California Labor Code
PO	Shall refer to Purchase Order(s)
Bid	Shall mean bidder response to a Request for Bid (RFB)
Bidder	Shall mean the specific person or entity responding to the Request for Quotation (RFQ).
Quotation	Shall mean bidder’s response to the Request for Quotation (RFQ). The terms ‘quotation’ and ‘quote’ are synonymous.
RFB	Request for Bid- The solicitation document used for competitive sealed bidding for the purchase of equipment, materials, goods and construction. The contract shall be awarded to the responsive bidder offering the lowest price based on the City’s ‘best value’ concept. A bid may be classified as ‘formal’ or ‘informal’.
RFP	Request for Proposal- The solicitation document used in the competitive sealed Proposal process. The RFP procedure permits negotiation of Proposals and prices. The contract shall be awarded when factors other than price (e.g., technical expertise) will be considered.
RFQ	Request for Quotation- The solicitation document used in competitive procurement, which requests technical or professional skills and experience. (Informal quote process – minimum 3 quotes.)
Response	Shall refer to Bid, Proposal, or quotation submitted in reply to RFB/RFP/RFQ
State	Refers to State of California, its departments and/or agencies

REQUEST FOR BID (RFB) #2277
Abandoned Trash Removal Services on an As-Needed Basis

II. STATEMENT OF WORK

- A. Intent:** It is the intent of these specifications, terms and conditions to seek Bids for the following: Furnish all necessary tools and equipment, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) to provide services for abandoned trash removal on an as-needed basis, at the direction of, and to the satisfaction of the City of Concord or the City’s representative. The City reserves the right to award any combination of services or reject all Bids.

The City intends to award a contract (with option to renew) to the bidder selected as the lowest responsive bidder based on the ‘best value’ concept (described further in Section III.A below) and meets the City’s requirements.

- B. Scope of Services:** The City of Concord is issuing this Request for Bid (including all attachments hereto) (“RFB”) in order to solicit Bids to furnish all necessary tools, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) to provide the above services, all as more particularly described in the applicable Exhibits mentioned below.

1. **Specifications:** Please refer to ‘Exhibit A–Specifications/General Work and Conditions/Special Provisions’ for details on the specifications.
2. **Bid Submittal Form:** Please refer to ‘Exhibit B–Bid Submittal Form’ for details on Bid submission requirements and required documents.

III. INSTRUCTIONS TO BIDDER

- A. Reservation of Rights:**

The City reserves the right to reject any or all Bids and to waive informalities, minor irregularities, and minor variations from specifications in Bids received. The City may accept any item or group of items of any Bid which will produce the most satisfactory results suited to the City's requirements.

The contract shall be awarded to the lowest responsive bidder based on the City’s best value concept. Criteria for determining low bids shall include, but not be limited to, the following: (1) The ability, capacity, and skill of the bidder to perform the contract or provide the supplies, services, or equipment required; (2) The ability of the bidder to provide the supplies, services, or equipment promptly or within the time specified without delay or interference; (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder; (4) The quality of the bidder's performance on previous purchases or contracts with the City; (5) The ability of the bidder to provide future maintenance, repair, parts, and services for the use of the supplies purchased.

If no responsive bids are received, the services performed or the supplies or equipment furnished may be obtained without further competitive bidding. The purchase must be made within thirty (30) days of the bid due date and time.

- B. Schedule of Events:**

The following schedule details key dates and times related to this RFB. City reserves the right to revise this schedule.

RFB Timeline:

Date	Time	Activity
January 28, 2014	5:00 PM	RFB Issued
February 11, 2014	4:00 PM	Deadline for RFB Questions
February 15, 2014	4:00 PM	Addendum Issued (Response to RFB Questions)
February 25, 2014	10:00 AM	<u>Bid Submittals & Bid Opening Location:</u> Office of City Clerk-Wing A City of Concord Civic Center 1950 Parkside Drive-M/S 03 Concord, California 94519

Contract Timeline after Selected Vendor:

Date	Time	Activity
TBD	TBD	Evaluation of Bids
TBD	TBD	Council Award Date
TBD	TBD	Purchase Order Issued

- C. Pre-Bid Conference:** There will be no pre-bid conference.
- D. Subcontractors:** Each Bid shall include a list, for approval by the City, of all subcontractors that bidder contemplates using. Once approved, the list shall not be changed without prior written permission of the City.
- E. Examination of Requirements:** Before submitting a Bid, each bidder shall be held responsible for having examined this RFB and be fully informed of the physical site conditions (including underground conditions) at each jobsite, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the bidder's own risk and relief on a plea of error cannot be secured. This may be cause for the annulment of the award and the forfeiture of the bidder's bid security.
- F. Questions, Interpretations, or Corrections of Bid Document:** Questions regarding this RFB must be submitted in writing by email and addressed to the City of Concord's purchasing agent ("Purchasing Agent") with the referenced RFB number clearly stated in the 'subject area'. Email address: purchasing@cityofconcord.org. Questions shall arrive in the Purchase Office **no later than 4:00 p.m. PST, February 11, 2014.** Bidder shall promptly notify the Purchasing Agent in the same manner of any error, omission, or inconsistency that may be discovered during the examination of the RFB.

Any questions or comments directed to persons or addresses other than specified in the preceding sentence, or received after the deadline specified in the preceding sentence, will not be addressed. Bidder's company name, address, phone number, email address, fax number, contact person, and reference to this RFB must be included with the questions or comments. Questions or comments received and the City's response shall be posted on the City Purchasing's Website on or about **February 15, 2014.**

All clarifications, corrections, or changes to this RFB will be made by a formal written addendum or addenda to the RFB issued by the City of Concord ("Addendum" or "Addenda") only. Each Addendum (if any) shall automatically become part of this RFB and thus part of the Contract Documents. "Contract Documents" means, collectively, this RFB, the chosen bidder's written Bid (as modified by any written best and final offer accepted by the City of Concord), the final contract executed between the City of Concord and the chosen bidder, and any amendments executed in writing by the City of Concord and the

chosen bidder.

Bidder shall not rely upon interpretations, corrections, or changes made in any other manner, (e.g. whether by telephone, in person, or any type of writing) other than an Addendum. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued will be posted on the City of Concord's website at www.cityofconcord.org/business/purchasing. Notifications may (but are not required to) be sent to all known bidders by email; however it is the bidder's sole responsibility to ascertain that it has received all Addenda issued for this RFB.

Please note that the City of Concord does not use any bidding service nor is responsible for ensuring that Bidders have updated, accurate information. It is the bidder's responsibility to be informed of any changes, revisions or updates by contacting the Purchasing Agent or by going to City's website at www.cityofconcord.org/business/purchasing. If wholly electronically available, RFB documents and any Addenda are posted on the City's website.

Note: The City of Concord's Finance/Purchasing Office telephone number is 925-671-3178, and office hours are 9:00 a.m. to 12:00 p.m. & 1:00 p.m. to 4:00 p.m. PST, Monday through Friday, excluding City of Concord holidays. Holidays for the City of Concord can be found at <http://www.cityofconcord.org/about/contact/holidays.htm>.

- G. Prices, Notations, and Mistakes:** No charge shall be allowed for the preparation of a response to this RFB or negotiation or drafting of any other Contract Documents. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the Bid. Prices shall be stated in units and bids made separately on each item as provided in Exhibit G. Prices quoted shall be F.O.B. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the submittal will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail. If the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.
- H. Agency Compliance/License:** All equipment and materials shall comply with all federal, state, and local safety rules and regulations, building codes and OSHA regulations. All transactions related to any of the Contract Documents shall be governed by the laws of the State of California. The chosen bidder must possess, at the time of the Bid opening, any and all certifications and/or state mandated licenses to perform the work described in this document.
- I. Term of Contract:** The City intends to award a **one (1) year** contract with two (2) one-year renewal options.
1. The City has and reserves the right to suspend, terminate, or abandon the execution of any work by the selected Bidder without cause at any time upon giving to the selected Bidder prior written notice. In the event that the City should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The City may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the selected Bidder. In the event of termination with cause, the City reserves the right to seek any and all damages from the selected Bidder. In the event of such termination with or without cause, the City reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.

2. The City may, at its sole option, terminate any contract that may be awarded as a result of this RFB at the end of any City fiscal year (i.e. each July 1st through each June 30th), for reason of non-appropriation of funds. In such event, the City will give Contractor adequate notice that such function will not be funded for the next fiscal period.
3. By mutual agreement, any contract which may be awarded pursuant to this RFB, may be renewed for the agreed upon renewal option period at agreed prices without further competitive bidding. All other terms and conditions would remain the same.

J. Terms of the Offer: City of Concord’s acceptance of bidder’s offer shall be limited to the Contract Documents, unless expressly agreed in writing by the City of Concord. Each bidder must provide in **Exhibit C-Exceptions to Specifications/Requirements** any proposed changes to the terms hereof (including any insurance, indemnification, and bid security language or requirements). Bids offering terms other than those shown herein may be declared non-responsive and may not be considered.

K. Award: Any award shall be made in accordance with Applicable Laws (defined in Exhibit A, Section 2).

1. **Evaluation Criteria:**
Award will be made to the responsive, responsible bidder based on a “best value” concept specified in Section III.A.
2. **Local Vendor Preference:** Please refer to ‘**Exhibit E-Local Contractor Preference For the Purchase of Supplies, Services, and Equipment.**’ For costs under \$100,000, all bidders are directed to City of Concord Policy and Procedure 142 (Local Contractor Preference for the Purchase of Supplies, Service and Equipment), a copy of which is attached to this RFB and incorporated by reference.
3. **Selection Process:** Bids will be evaluated by the appropriate departments.
 - a. The department(s) will recommend award to the bidder who, in its opinion, has submitted the Bid that best serves the overall interests of the City and attains the ‘best value’ concept. Award may not necessarily be made to the bidder with the lowest price. Notwithstanding anything herein to the contrary, the City of Concord shall evaluate the criteria in accordance with Concord Municipal Code Section 2-647(e).
 - b. The City reserves the right to award to a single or multiple contractors.
 - c. The City has the right to decline to make any award for any reason.
 - d. Approval of the City Council is required before any award can be made (if \geq \$50K).
 - e. Final contract terms and conditions will be negotiated with the selected bidder, and will include but is not limited to all of the terms and conditions of this RFB and in ‘**Exhibits F-1 Sample Purchase Order (PO) and F-2 - Sample Contract**’. Please note that the sample may or may not include all of the clauses/language of the final contract. Contract may be in a form of a purchase order, a contract, or both.
4. **Notice of Award:** Upon written notification of award, the chosen bidder must provide applicable insurance certificates, business license, and any other requirements described in this RFB within the requested time frame. Failure to provide the required documents within the time allowed may result in withdrawal of award.

The contact information once awarded will be:
City of Concord:

Jeff Roubal, Fleet Manager

2360 Bisso Lane, Concord, CA 94520-4821

Telephone (925) 671-3147 / Email: jeff.roubal@cityofconcord.org

His office hours are Monday through Friday, except holidays, 7:00 AM – 3:30 PM

5. **Bonds:** Successful bidder shall furnish a Faithful Performance Bond and a Payment Bond, each in a sum not less than 100% of the total price. Bonds are to be issued by a Corporate Surety of Sureties acceptable to the City of Concord and listed by the State of California, Department of Insurance as being certificated to transact insurance in the State of California, as evidence by the insurer obtaining a Certificate of Authority from the State of California, Department of Insurance. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn, work will be stopped until such time as the contractor furnishes new bonds from a certificated surety. The successful bidder agrees that failure to execute a contract and file acceptable Performance and Payment bonds as provided herein, within ten (10) calendar days after receipt of the contract, shall be just cause for annulment of the award and the forfeiture of the bidder's security.

Check box if NOT applicable.

6. **Insurance Requirements:** Successful bidder must comply with the City of Concord Insurance Requirements included in this solicitation document, shown in **Exhibit F- Sample Contract**. Contractor will be required to provide Certificates of Insurance with separate endorsements naming the City of Concord, its officers, officials, agents, employees, and volunteers as additional insured and to maintain such insurance for the entire length of the Contract.

L. Protests: Any protest of the proposed award of this solicitation to the respondent deemed the lowest responsible respondent must be submitted in writing to the City no later than 5:00 p.m. of the fifth (5) business day following the date of the Bid opening.

1. The initial protest must contain a complete statement of the basis of the protest.
2. The protest must state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
3. The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.
4. The party filing the protest must have actually submitted a Bid on the Project. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must timely pursue its own protest.
5. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further to pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
6. The City shall review all timely protests prior to formal award of the Bid. The City shall not be required to hold an administrative hearing to consider timely protest, but may do so at the option of the City Manager. At the time of the City Council's consideration of the award of the bid, the City Council shall also consider the merits of any timely protest. The City Council may either accept the protest or award the bid to the next lowest responsible bidder or reject the protest and award to the lowest responsible bidder.

7. These bid protest procedures shall not limit the City Council’s ability to reject all bids.

IV. **BID SUBMITTAL REQUIREMENTS**

- A. **Bid Submittal Contents:** Submittal must include *one (1) original and two (2) complete copies*. Each paper copy must be clearly labeled as “copy”. All documents contained in the original Bid submittal must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional sets may contain photocopies of the original package. Bid submittal should be in the following order as applicable (Items B – F).
- B. **Bid Submittal Form:** Please see complete the form in ‘*Exhibit B-Bid Submittal Form*’ and submit along with all applicable, required documents as shown in the ‘*Bid Submission Requirements Table*’ after the Table of Contents page.
- C. **Bid Security:** All bids shall be presented under sealed cover and shall be accompanied by cash, cashier’s or certified check, or a bidder’s bond executed by a corporate surety insurer listed by the State of California, Department of Insurance as being certificated to transact Surety insurance in the State of California. If a bid bond is submitted and the insurer is not certificated as required above, the bid will be deemed non-responsive, and will be disregarded. The bidder’s guaranty shall be in an amount equal to at least **10% of the amount bid (Grand Total)**, and made payable to the City of Concord. **All signatures** on the bonds shall be **notarized**. Check box if NOT applicable.
- D. **Exceptions to Specifications/Requirements:** Mark ‘X’ by the applicable terms.
 No exceptions or alternative products are permitted.
 Bidder must provide with the submittal utilizing the form in ‘Exhibit C –Exceptions to Specifications/Requirements’. Any and all exceptions to either the specifications and/or the terms and conditions contained herein. Failure to note exceptions shall be interpreted to convey the bidder agrees to perform in the manner described and/or specified in this RFB.
- E. **W-9 Form:** Please complete the attached W-9 form in *Exhibit D-W-9 Form* as part of your Bid submission.
- F. **Business License:** The selected bidder will be required to obtain a City of Concord business license and keep it current during the period of performance on the contract resulting from this RFB. Questions regarding City of Concord business licenses may be addressed to Mike Snow, City of Concord Finance Department, 925-671-3306. In order to apply the 5% Local Vendor Preference (for projects <\$100K) described in ‘*Exhibit E-Local Vendor Preference*’, you must provide a current Concord Business License with your Bid.)
- G. **Modifications and Withdrawal:** Submittals may not be modified after Bid due date. Bidders may withdraw Bids at any time before the Bid opening, provided that a request in writing, executed by the bidder or its duly-authorized representative for the withdrawal of such Bid, is file with the City prior to the time fixed for the opening of Bids. The withdrawal of a Bid shall not prejudice the right of a bidder to file a new Bid.
- H. **California Public Records Act, Confidential/Proprietary Information.** All documents submitted in response to this RFB will become the property of the City, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Any confidential or propriety information as defined by the California Public Records Act (“Confidential Information”) must be enclosed in a separate folder or envelope clearly marked as

"CONFIDENTIAL/PROPRIETARY INFORMATION" and submitted with the rest of the Bid. Bid submittals where all information is so marked will be disregarded and made available pursuant to the CPRA. However, bidder (by virtue of submitting its Bid or any Confidential Information) acknowledges that City has not made any representations or warranties that Confidential Information is exempt from disclosure under Applicable Laws.

If City's City Attorney, in his or her discretion, determines that release of Confidential Information is required by Applicable Laws, including pursuant to order of a court of competent jurisdiction, City shall notify the applicable bidder of City's intent to release Confidential Information. Bidder shall have five (5) calendar days after the date of City's notice ("Objection Period") to deliver to City a written objection notice which includes (1) justification for non-disclosure of all or any portion of the requested Confidential Information, and (2) legally binding confirmation of bidder's indemnity and release obligations as set forth in this section ("Objection Notice"). City may release the Confidential Information if (i) City does not timely receive an Objection Notice, (ii) a final and non-appealable order by a court of competent jurisdiction requires City to release Confidential Information, or (iii) the City's City Attorney, in his or her discretion, upon review of the Objection Notice, determines that it does not satisfy the requirements set forth in this section or that the requested Confidential Information is not exempt from disclosure under the Applicable Laws. If the City Attorney, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Applicable Laws, City may redact, delete, or otherwise segregate the Confidential Information that will not be released from the portion to be released, and may key by footnote or other reference to the appropriate justification for not disclosing the unreleased Confidential Information. Bidder shall defend, indemnify and hold harmless City and its officers, officials, employees, volunteers, agents, attorneys, and representatives (collectively, "Indemnitees") from and against any and all Claims arising out of or in any way connected with disclosure or non-disclosure of any Confidential Information. "Claim" or "Claims" means any and all present and future liabilities, claims, demands, obligations, grievances, judgments, orders, injunctions, causes of action, assessments, losses, costs, damages, fines, penalties, expenses, suits or actions of every name, kind, description and nature (including attorneys' fees and costs), whether brought forth on account of damages, injuries to or death of any person or damage to property, known or unknown, and whether now existing or hereafter arising, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any of the foregoing or any action or proceeding brought thereon.

Bidder hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with any Confidential Information. Bidder is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As such relates to this Section, bidder hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

- I. Submittal Deadline:** Bid submittals will be received until **February 25, 2014, 10:00 AM PST** as determined by www.time.gov. Late submittals will not be accepted and returned to the bidder unopened. Telephone, telegraphic, electronic, faxed, and late Bids will not be accepted. It is the bidder's responsibility to see that their Bids have sufficient time to be received by the City Clerk's Office before the submittal deadline. Bids are to be submitted in a sealed envelope to: Office of the City Clerk-Wing A, 1950 Parkside Drive, M/S 03, Concord, California 94519. Bidder assumes the burden of

delivery. Bids are to be submitted in a sealed envelope or box clearly marked as follows:

ATTENTION: CITY CLERK OFFICE

REQUEST FOR BID (RFB) #2277

‘Abandoned Trash Removal Services on an As-Needed Basis’

DUE: February 25, 2014, 10:00 AM

A tabulation of Bids will be available within a reasonable time after the due date. Bid submission/results will be posted accordingly on the City’s website:

www.cityofconcord.org/business/purchasing

V. EXHIBITS - ATTACHMENTS

Exhibit A	Specification/General and Work Conditions/Special Provisions
Exhibit B	Bid Submittal Form
Exhibit C	Exceptions to Specifications/Requirements
Exhibit D	W-9 Form
Exhibit E	Local Vendor Preference
Exhibit F	Sample Contract

EXHIBIT A (Page 1 of 5)
Specifications/General and Work Conditions

SPECIFICATIONS

1. Scope: The scope of the contract is as follows:

A. The successful bidder shall furnish all personnel, labor, equipment, vehicles and other items necessary to collect, remove, and dispose of items illegally dumped in the City of Concord public right of way.

B. The successful bidder must have suitable trucks for rubbish collection and transportation. All trucks and other collection equipment shall be kept in good repair, appearance, and in a sanitary condition at all times.

C. All trash hauled by the successful bidder shall be contained, tied, tarped, or enclosed to prevent leaking, spilling, or blowing away.

D. The successful bidder shall recycle as much wood, metal, glass, electronic waste, and other material as practical.

E. The successful bidder shall properly dispose of fluids, chemicals, batteries, and other hazardous materials picked up.

F. The successful bidder shall disposal of waste in accordance with all applicable local, county, state, and federal regulations relating to solid waste collection and disposal.

G. All trash collected for disposal by the successful bidder shall be hauled to a disposal or recycling facility approved by the State of California. Disposal site charges shall be the sole responsibility of the Contractor.

H. The successful bidder shall obtain all necessary licenses and permits and promptly pay all fees required by any governmental agency including a business license from the City of Concord.

I. The successful bidder shall keep all necessary records of landfill disposal and submit reports to comply with local, county, and federal environmental reporting legislation.

J. The successful bidder shall keep records of items collected during the current and previous calendar year. This will include date, location, and item(s) collected.

2. Work Schedule: Items must be picked up Monday through Saturday. Items must be picked up on the same day if reported before 11:00 a.m. Items must be picked up no later than noon the following day if reported after 11:00 a.m.

3. Jobsite: All jobsite locations will be within the city limits of the City of Concord. Work orders (jobsite location, items, debris, special instructions) will be determined by Jeff Roubal, City of Concord Fleet Manager or his designee; or department staff. Work orders will be prepared at the time of need and transmitted via email or fax, depending on the Contractor's capability.

4. Recycling Report: At the end of each quarter, the successful bidder must provide the City of Concord a report listing: the number of pickups, the cubic yards of material collected, weight of wood, metal, glass, electronic waste,

and other material that was recycled. The report shall include the quantities of each material recycled during that quarter.

EXHIBIT A (Page 2 of 5)
Specifications/General and Work Conditions

5. Payment: Successful bidder may submit invoices to the City for services rendered. Invoices should be submitted to City of Concord, 2360 Bisso Lane, Concord, CA 94520 (Attn: Jeff Roubal). All invoices must reference the City of Concord purchase order number. Payment is deemed made as of the date of the mailing of the warrant.

6. Costs: All costs must be included in the bid. The bid proposal shall be per item. One item is defined as one refrigerator, freezer, sofa, mattress, washing machine, dryer, or similar item. Each two cubic yards or 200 pounds of trash shall be charged as one item. Smaller items can be aggregated into a group having approximately the same size and weight as a sofa or refrigerator and charged as one item. Trash is defined as material discarded or abandoned in the public right-of-way.

The proposal price shall include labor, materials, equipment, fuel, insurance, and facilities necessary for collection, transportation, storage, reporting, and disposition of trash dumped in the public right of way. Pricing is firm and fixed for the term of the contract.

GENERAL AND WORK CONDITIONS

The following conditions prevail:

- 1. Compensation:** The Contractor agrees to receive and accept the prices shown as full compensation for furnishing all the materials and for doing all the work contemplated and embraced in the contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the City, and for all risks of every description connected with the work and for faithfully completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.
- 2. Retention:** Check box if NOT applicable. Upon acceptance of completed work, the City upon receipt of an invoice shall make a payment equal to ninety percent (95%) of the value of the total contract. Final payment of the balance (5%) shall be due within approximately 45 days after acceptance by the Concord City Council. Progress payments may be made for actual work completed in accordance with Specifications/Special Provisions. However, each progress payment shall be subject to the five percent (5%) retention.

In addition, the Contractor acknowledges and agrees that, per accordance with Labor Code Section 1727: (a) before making payments to the contractor of money due under a contract for public work, the City of Concord shall withhold and retain therefrom all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under this chapter, and that the amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the City of Concord until receipt of a final order that is no longer subject to judicial review; and (b) if the City of Concord has not retained sufficient money under the Contract to satisfy a civil wage and penalty assessment based on a subcontractor's violations, the Contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the Contract to satisfy the assessment and transfer the money to the City of Concord, and that these amounts shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

- 3. Indemnification:** The Contractor shall indemnify, defend and hold harmless City against and from any and all

claims or suits for damages or injury arising from Contractor's performance of this agreement or from any activity, work, or thing done, permitted or suffered by Contractor in conjunction with the performance of this

EXHIBIT A (Page 3 of 5)
Specifications/General and Work Conditions

contract, and shall further indemnify, defend and hold harmless City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Contractor hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification; except to the extent arising from City's sole or active negligence or willful misconduct.

4. **Laws to be Observed:** The Contractor shall keep fully informed of and shall comply with all statutes, laws, codes, rules, orders, zoning, ordinances, directions, regulations, regulations, permits, or other requirements of federal, state, county, municipal, or other governmental authorities having or asserting jurisdiction, now in force or which may hereafter be in force, which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, including the Americans with Disabilities Act, labor codes and OSHA and other safety standards ("Applicable Laws").

Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with Applicable Laws and any bidder or Contractor not so licensed is subject to the penalties imposed by Applicable Laws.

5. **Contractor's Licensing Laws:** Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.
6. **Permits or Licenses:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fees will be charged for City Encroachment Permit and City Building Permits.
7. **Hours of Work:** Eight hours labor constitutes a legal day's work. The Contract shall forfeit, as a penalty to the City of Concord, \$25 for each worker employed in the execution of the contract by the Contractor or any Subcontractor under him/her for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of applicable labor laws.
8. **Prevailing Wages:** The obligations of Contractor under this Section shall survive the expiration or termination of the Contract Documents.

- a. Pursuant to Section 1773.2 of the Labor Code, there is on file with the Contractor acknowledges and agrees that all or part of the Services will constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under Labor Code Section 1720. Pursuant to Section 1773.2 of the Labor Code, there is on file with the Purchasing Office of the City of Concord a copy of the prevailing rate of per diem wages to be paid by Contractor. Accordingly, Contractor shall comply with prevailing wage policies as set forth in the City of Concord Municipal Code, if applicable, as well as all State Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection construction, alteration, demolition, installation, or repair work components of the Services (collectively,

“Prevailing Wage Policies”). Contractor shall submit, upon request by the City, certified copies of payroll records to City and to maintain and make records available to City and its designees for

EXHIBIT A (Page 4 of 5)
Specifications/General and Work Conditions

inspection and copying to ensure compliance with Prevailing Wage Policies.

Contractor shall also include in its subcontractor agreements and other contracts a provision, in form acceptable to City, obligating the subcontractors and others as applicable, to comply with Prevailing Wage Policies, and to submit, upon request by the City, certified copies of payroll records to City and to maintain and make such payroll records available to City and its designees for inspection and copying during regular business hours at the City of Concord City Hall or at another location within the City of Concord. Without limiting the foregoing, Contractor shall comply with the provisions of (i) Labor Code Section 1776, which requires, among other things, that each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work; and (ii) Labor Code Section 1777.5, which addresses, among other things, employment of properly registered apprentices upon public works (the prime Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations).

- b. Contractor shall defend, indemnify and hold harmless City and its officers, officials, employees, volunteers, agents, attorneys, and representatives (collectively, "Indemnitees") from and against any and all Claims arising out of or in any way connected with Contractor's obligation to comply with all laws with respect to the work of Improvements or Prevailing Wage Policies, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and 1781, as amended and added by Senate Bill 966. "Claim" or "Claims" means any and all present and future liabilities, claims, demands, obligations, grievances, judgments, orders, injunctions, causes of action, assessments, losses, costs, damages, fines, penalties, expenses, suits or actions of every name, kind, description and nature (including attorneys' fees and costs), whether brought forth on account of damages, injuries to or death of any person or damage to property, known or unknown, and whether now existing or hereafter arising, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any of the foregoing or any action or proceeding brought thereon.
- c. Contractor hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with Contractor's obligation to comply with (i) Applicable Laws with respect to the Services and Prevailing Wage Policies. Contractor is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As such relates to this Section, Contractor hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

9. **Excused for Non-Performance:** Either party shall be absolved from its obligations under this contract when

and to the extent that performance is delayed or prevented (and, only in the City of Concord’s case, when and to the extent that its needs for the articles, materials or work to be supplied hereunder is reduced or eliminated) by

EXHIBIT A (Page 5 of 5)
Specifications/General and Work Conditions

reason of force majeure, fire, explosion, war, riots, strikes, labor disputes, or governmental laws, orders or regulations; provided, however, that economic difficulties or financial inability are not a factor which shall absolve Contractor from performing its obligations under the Contract Documents.

- 10. Default:** If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon the City of Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor’s prior performance (at a rate not exceeding the contract rate), and Contractor shall be liable to the City of Concord for all costs incurred by the City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord’s right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.
- 11. Taxes:** Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract; and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor’s failure to pay such taxes or contributions.
- 12. Independent Contractor:** The Contractor is an independent contractor retained by the City to perform the work described here. All personnel employed by the Contractor, including subcontractors and personnel of said subcontractors approved by the City, are not and shall not be deemed to be employees of the City. The Contractor and subcontractors shall comply with all Applicable Laws pertaining to employment and compensation of their employees or agents, including the provision of Workers’ Compensation. The City shall not, under any circumstances, be liable to Contractor for any subcontractor or any other person or persons acting for Contractor for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to the Contract Documents.
- 13. Safety:** Provision of the Services, including all equipment and materials shall comply with all Applicable Laws, including local safety rules and regulations including OSHA.
- 14. Construction Claim Resolution:** To the extent possible, the parties shall use good faith efforts to engage in an informal meet and confer process in order to resolve any claim, controversy, or dispute which may arise between the City and Contractor on the project regarding the Services, work, rights, duties, or obligations under the Contract Documents (“Dispute”). Any Dispute which the parties do not promptly resolve, shall be submitted for resolution pursuant to the provisions of the Public Contract Code section 20104 et seq.
- 15. Assignment:** The City is entering into the Contract Documents in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of the Contract Documents to any other firm, company, entity, or individual, except with the express written consent of

City. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

EXHIBIT B
BID SUBMITTAL FORM (Page 1 of 3)

TO THE CITY OF CONCORD: In compliance with the notice inviting bids, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers' Compensation Insurance and all payroll taxes on such labor) to provide the above, in accordance with the Special Provisions and Specifications and City of Concord General and Work Conditions therefor, and further agrees to enter into a PO/Contract therefor, at the prices listed in the accompanying proposal. Prices are F.O.B., delivered and installed as described in this document. All costs, excluding sales tax, must be included in the bid submittal.

The bid prices shall exclude all federal taxes and applicable California State sales or use taxes. These taxes and fees are intentionally excluded from the bid form for the purpose of price comparison only, but will be applied as required at invoicing.

In the event there is a discrepancy between the computed extension price and the unit price, the unit price shall control and the mathematical error will be corrected accordingly.

A. COMPANY/COST INFORMATION

Please complete the following pages.

Cost: Bid for one (1) item of Abandoned Trash Removal in accordance with the requirements of this solicitation document: \$ _____
(per item)

(Cost In Words: _____ dollars and
_____ cents.)

Submitted by:

COMPANY NAME: _____

ADDRESS (Not a P.O. Box): _____

CITY: _____ **STATE, ZIP CODE:** _____

PHONE NO.: _____ **FAX NO.:** _____

EMAIL ADDRESS: _____

YOUR NAME & TITLE: _____

YOUR SIGNATURE: _____ **DATE:** _____

EXHIBIT B
BID SUBMITTAL FORM (Page 2 of 3)

B. OTHER INFORMATION

1. The undersigned acknowledges the receipt of the following addenda (if any) to the drawings and specifications.

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

2. All persons submitting bids shall list the name and location of place of business of each subcontractor regardless of the character of the work. (Attach additional page(s), if necessary.)

Name	Address	Work to be Performed
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____

3. List three (3) organizations for whom contractor performed similar work of similar scope in the last five years: (Attached additional pages as necessary.)

ORGANIZATION	LOCATION	CONTACT INFO	WORK DESCRIPTION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, Expiration Date _____

Class _____ The representations made herein are made under penalty of perjury.

5. Number of days from work start to completion of project. _____

EXHIBIT B
BID SUBMITTAL FORM (Page 3 of 3)

C. WORKERS' COMPENSATION CERTIFICATION

I am aware of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

By: _____

Title: _____

Date: _____

EXHIBIT C
EXCEPTIONS TO SPECIFICATIONS/REQUIREMENTS

List below requests for clarifications, exceptions and amendments, if any, to the RFB and its exhibits, and submit with your Bid response.

The City is under no obligation to accept any exceptions and such exceptions may be a basis for Bid disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

_____ Bidder Name	_____ Bidder Signature	_____ Date
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EXHIBIT D

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3>	Give Form to the requester. Do not send to the IRS.
---	--	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;">-</td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;">-</td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>		-		-	
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	-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

EXHIBIT E



CITY OF CONCORD

Number: 142
Authority: Council Motion
Effective: 6/2/92
Revised: 7/27/09
Reviewed: 2004
Initiating Dept.: FI

**LOCAL VENDOR PREFERENCE
FOR THE PURCHASE OF SUPPLIES, SERVICES, AND EQUIPMENT**

1. PURPOSE

To encourage the purchase of supplies, services, and equipment from vendors located within the boundaries of the City of Concord.

2. POLICY

As requests for the purchase of supplies, services, and equipment are received, it is recognized that procuring these from vendors located within the City of Concord promotes a healthy local economy and, therefore, benefits Concord's citizens as a whole. Procurement should seek to involve local vendors to the maximum extent possible while still complying with Chapter 2, Article VIII of the City of Concord Municipal Code.

3. LOCAL VENDOR DEFINITION

A local vendor is defined as a business with a physical location within the boundaries of the City of Concord and who maintains a current City of Concord business license.

4. REQUIREMENTS

- 4.1 The City will actively seek to identify local vendors interested in doing business with the City of Concord.
- 4.2 The price Bid by Concord vendors will be adjusted by five percent (5%) when prices are compared in the bidding process.
- 4.3 The local vendors preference shall be applied to a maximum of \$100,000 per bid including all costs, except sales tax.

5. EXCEPTIONS

This policy shall not apply to the following purchases or agreements:

- 5.1 Goods, equipment, or services provided under a cooperative purchasing agreement.
- 5.2 Purchases or agreements which are funded in whole or in part by a governmental entity, and the laws, regulations, or policies governing such funding prohibit application of that preference.
- 5.3 Purchases for goods, equipment, or services made or agreements let under emergency situations.
- 5.4 Public projects governed under the State of California Public Contract Code.
- 5.5 Professional or consultant services.
- 5.6 Sole source purchases.
- 5.7 Purchases of supplies, services, and equipment not requiring bids.
- 5.8 Application of the local vendor's preference to a particular purchase, agreement or category of agreements for which the City Council is the awarding authority may be waived at the City Council's discretion.

EXHIBIT F-1 (Page 1 of 2)

SAMPLE PURCHASE ORDER (PO) TERMS AND CONDITIONS

1. Invoice each Purchase Order separately. Items on this Purchase Order must not be billed with those on other Purchase Orders.
2. All Shipments are F.O.B. Delivered unless otherwise specified. When freight is authorized to be prepaid and added to invoice, a copy of the receipted freight bill must accompany invoice. (FOB destination shall mean that the Vendor pays all shipping costs, and title shall transfer to the City only upon receipt and acceptance by an authorized representative of the City of Concord.)
3. Substitutions, Changes, and Prices other than specified must be authorized in writing by the Purchasing Agent.
4. Acceptance of this Purchase Order implies the acceptance of all items and conditions contained herein, and all specifications, drawings, and additional items and conditions referred to herein and/or attached hereto. Read them carefully. No substitutions or changes will be effective without written approval of City.
5. Contract. This Purchase Order and/or its terms and conditions, and any referenced attachments, when accepted by the Contractor either in writing or shipment of all or any portion of the material or the commencement of performance of any portion of the services covered hereunder, constitutes the entire contract between Contractor and City concerning its subject matter; and neither any contrary or additional conditions specified by Contractor nor any subsequent amendment or supplement shall have any effect without City's written approval.
6. Warranty and Quality Inspection. Contractor warrants that all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to City's inspection; but neither City's inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in City's opinion, any article material, work fails to conform to specifications or is otherwise defective, Contractor shall promptly replace same at Contractor's expense. No acceptance or payment by City shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.
7. Title. Contractor warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Contractor has a good and marketable title to same, and Contractor agrees to hold City free and harmless of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale, or other normal disposition of any article or material furnished hereunder.
8. Infringement. Contractor shall indemnify and defend City against all claims, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale normal use or other normal disposition of any article or material furnished hereunder.
9. Invoice Discount. Contractor shall state its payment and discount terms on invoices. Discount period shall begin from date City received invoices or merchandise whichever arrives last. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by City.
10. Compensation. Contractor agrees to receive and accept the prices shown as full compensation for furnishing all materials and for all work contemplated and embraced in this order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithful completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.
11. Indemnification. Contractor agrees to defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of the Contractor's performance under the terms of this Agreement. This indemnification obligation on Contractor's part shall not apply to demands, actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on the part of City.
12. Laws to be Observed. All activities regarding this order shall be governed by the laws of the State of California. Any action to enforce this agreement shall be brought within the Superior Court of California, Contra Costa County. Contractor shall keep fully informed of and shall comply with all existing and future State and National laws and all municipal ordinances and regulations of the City of Concord which in any manner affect those engaged, or employed in the work, or the materials, used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
13. Contractor's Licensing Laws. Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.
14. Permits or Licenses. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
15. Hours of Work. Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as a penalty to the City of Concord, \$25 for each worker employed in the execution of the contract by Contractor or any Subcontractor under her/him for each calendar day during which such worker is required

EXHIBIT F-1 (Page 2 of 2)
SAMPLE PURCHASE ORDER (PO) TERMS AND CONDITIONS

permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the Provisions of the California Labor Law.

16. Prevailing Wage. (Public Projects) Pursuant to Section 1773.2 of the Labor Code, prevailing rate of per diem wages shall be paid by Contractor. The Contractor agrees to defend and indemnify the City from any and all penalties or damage resulting from any actions or claims asserted against Contractor for the failure to pay prevailing wages to its employees.

17. Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the City of Concord's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

18. Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon City of Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to City of Concord for all costs incurred by City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence hereof.

19. Taxes. Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract, and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.

20. Independent Contractor. Both parties understand and acknowledge that Contractor, its agents, employers and subcontractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Contractor performs this Agreement and shall only dictate the results of the performance. Contractor shall not represent that Contractor or its agents, employees or subcontractors are agents or employees of the City, and Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the City to any obligation whatsoever, unless otherwise provided in this Agreement.

As an independent contractor, Contractor shall not be eligible for any benefits, which the City may provide to its employees and all persons, if any, hired by Contractor shall be employees or subcontractors of Contractor and shall not be construed as employees or agents of the City in any respect. Contractor shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Contractor shall not receive a premium or enhanced pay for work performed on a recognized holiday. Contractor shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence. Contractor shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Contractor.

21. Safety. All equipment and materials shall comply with all Federal, State, and local safety rules and regulations including OSHA.

22. Attorney's Fees. In the event that it becomes necessary for either party to bring a lawsuit to enforce any provision of this contract, the parties agree that a court of competent jurisdiction may determine and fix a reasonable attorney's fee to be paid the prevailing party.

23. Assignment. City is entering into this agreement in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

24. Insurance. Contractor shall, at its own expense, procure and maintain in full force at all times the City's Insurance Requirements during the term of the PO and/or any applicable contract/agreement. (A copy of the detailed insurance requirement instructions may be provided upon request by the Purchasing Department.)

25. Reservation of Rights. The City reserves the right to reject any or all quotes/bids, to waive any informalities, or to terminate the solicitation process at any time, if deemed by the City to be in the best interest of the City.

26. Contract: Final contract terms and conditions may be negotiated with the selected vendor, and will include but is not limited to all of the terms and conditions herein. Contract may be in a form of a purchase order, a contract, or both.

EXHIBIT F-2 (Page 1 of 8)

SAMPLE CONTRACT – Maintenance Agreement

(This is a SAMPLE only. The actual contract may include and is not limited to all of the terms and conditions specified in this RFB.)

THIS AGREEMENT made and entered into on _____, 2013 by and between the City of Concord (hereinafter "CITY"), located in the County of Contra Costa, State of California, and _____, a California corporation, (hereinafter "CONTRACTOR"), whose mailing address is _____.

THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings and intentions:

CITY desires to contract with CONTRACTOR to provide _____, as further described herein, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

1. TERM

The effective date of this AGREEMENT is _____ and shall terminate on _____. (With options to renew.) By mutual agreement, this contract may be extended up to _____ at agreed prices with all other terms and conditions remaining the same.

2. SCOPE OF SERVICES

CONTRACTOR shall provide _____, as specified in the RFB for each Program, attached as Exhibits A and B and incorporated herein as though set forth in full.

3. PAYMENT

Contractor shall be paid in the amount not to exceed \$_____ for the term of this agreement.

CONTRACTOR may submit monthly statements for services rendered. It is intended that Payment to CONTRACTOR will be made by CITY within thirty (30) days of receipt of invoice.

4. INDEPENDENT CONTRACTOR

Both parties understand and acknowledge that CONTRACTOR, its agents, employers and subcontractors are and shall at all times remain as to the CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall have any control over the manner by which the CONTRACTOR performs this Agreement and shall only dictate the results of the

EXHIBIT F-2 (Page 2 of 8)

SAMPLE CONTRACT – Maintenance Agreement

performance. CONTRACTOR shall not represent that CONTRACTOR or its agents, employees or subcontractors are agents or employees of the CITY, and CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the CITY to any obligation whatsoever, unless otherwise provided in this Agreement.

As an independent contractor, CONTRACTOR shall not be eligible for any benefits, which the City may provide to its employees and all persons, if any, hired by CONTRACTOR shall be employees or subcontractors of CONTRACTOR and shall not be construed as employees or agents of the CITY in any respect. CONTRACTOR shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. CONTRACTOR shall not receive a premium or enhanced pay for work performed on a recognized holiday. CONTRACTOR shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence. CONTRACTOR shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by CONTRACTOR.

3. AUTHORIZED REPRESENTATIVES

CITY's authorized representatives shall be _____ in the City's _____ Department. CONTRACTOR'S representatives shall be _____.

4. AMENDMENT

This AGREEMENT may be amended in writing, including extending the term of the AGREEMENT, subject to the written approval of both parties.

7. INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation

EXHIBIT F-2 (Page 3 of 8)

SAMPLE CONTRACT – Maintenance Agreement

expenses) arising out of the CONTRACTOR's performance under the terms of this Agreement. This indemnification obligation on CONTRACTOR'S part shall not apply to demands, actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on the part of CITY.

8. OWNERSHIP AND MAINTENANCE OF DOCUMENTS

CONTRACTOR's records, documents, and all other instruments of service pertaining to actual monthly activities within CITY shall be given to CITY by the end of each month.

9. STANDARD OF PERFORMANCE

CONTRACTOR represents to CITY that the services shall be performed in an expeditious manner and with the degree of skill and care that is required by current, good, sound procedures and practices. CONTRACTOR further agrees that the services shall be in conformance with generally accepted industry standards and as generally directed by CITY.

10. INSURANCE REQUIREMENTS

CONTRACTOR shall, at its own expense, procure and maintain in full force at all times during the term of this AGREEMENT the following insurance:

A. Commercial General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance with limits of no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

B. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering all vehicles used in the performance of this AGREEMENT providing a one million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

C. Compliance with State Workers' Compensation Requirements. CONTRACTOR covenants that it will insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code §3700, et seq. CONTRACTOR shall, at all times, upon demand of the City Council and properly authorized agents, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with the California Labor Code.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions:

EXHIBIT F-2 (Page 4 of 8)
SAMPLE CONTRACT – Maintenance Agreement

(1) CITY, its officers, agents, employees, and volunteers are to be covered as additional insured with respect to: Liability arising out of activities and operations performed by or on behalf of CONTRACTOR pursuant to this Agreement and premises owned, occupied, or used by CONTRACTOR. The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers, officials, employees, or volunteers.

(2) CONTRACTOR's insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(3) Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials, employees, or volunteers.

(4) The aforementioned policies shall be issued by an insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and shall be delivered to CITY at the time of the execution of this AGREEMENT or as provided below. In lieu of actual delivery of such policies, a Certificate issued by the insurance carrier showing such policy to be in force for the period covered by the AGREEMENT may be delivered to CITY. Such policies and certificates shall be in a form approved by the City Attorney. Except for worker's compensation and professional liability insurance, the policies mentioned in this subsection shall name CITY as an additional insured and provide for thirty (30) days' notice of cancellation to CITY. Said policies shall not be canceled earlier than, nor the amount of coverage reduced earlier than, thirty (30) days after the CITY receives notices from the insured of the intent of cancellation or reduction.

11. SUSPENSION OF WORK

CITY may, at any time, upon ten (10) days' written notice, suspend further performance by CONTRACTOR under this Agreement. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services performed and reimbursable expenses incurred prior to the suspension date. During the period of suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for reasonable administrative expenses, incurred by CONTRACTOR by reason of such suspension.

EXHIBIT F-2 (Page 5 of 8)

SAMPLE CONTRACT – Maintenance Agreement

12. TERMINATION

CITY may terminate this AGREEMENT for any reason upon ten (10) days written notice to CONTRACTOR. CITY may terminate the AGREEMENT upon five (5) days written notice if CONTRACTOR breaches this AGREEMENT. In the event of termination, CITY will pay CONTRACTOR for the services performed as of the effective date of the termination. Any records or documents prepared for CITY prior to the effective date of such termination shall be promptly delivered to CITY by CONTRACTOR.

11. COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, CONTRACTOR agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this AGREEMENT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. CONTRACTOR will comply with all federal regulations relative to nondiscrimination in federally assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitation, either by competitive bidding or negotiations, made by CONTRACTOR for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by CONTRACTOR of CONTRACTOR's obligation under this AGREEMENT and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or national origin.

13. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable published Federal, State of California, and local laws, rules, and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

14. CHOICE OF LAWS

This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice

EXHIBIT F-2 (Page 6 of 8)

SAMPLE CONTRACT – Maintenance Agreement

of law rules which may direct the application of the laws of another jurisdiction.

15. NON-WAIVER

The waiver by either party of any breach of any term, covenant, or condition contained in the AGREEMENT, or any default in their performance of any obligations under the AGREEMENT shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

16. ENFORCEABILITY

In the event that any of the provisions or portions or application of any of the provisions of the AGREEMENT are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the AGREEMENT with a view toward affecting the intended purpose of the AGREEMENT. The illegality or invalidity of any of the provisions or portions or application of any of the provisions of the AGREEMENT shall not affect the legality or enforceability of the remaining provisions or portions or application of any of the provisions of the AGREEMENT.

16. INTEGRATION

This written AGREEMENT contains the entire AGREEMENT and all understandings between the parties as to the subject matter of this AGREEMENT. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written, and shall not be modified except by written agreement between the parties.

17. SUCCESSIONS AND ASSIGNS

CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives. CONTRACTOR shall not assign or transfer any interest in the AGREEMENT without the CITY's prior written consent, which consent shall be at the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

18. FINANCIAL RECORDS

Records of CONTRACTOR's direct labor costs, payroll costs, and reimbursable expenses pertaining to this work covered by this AGREEMENT will be kept on a generally recognized accounting basis and made available to CITY if and when required.

EXHIBIT F-2 (Page 7 of 8)
SAMPLE CONTRACT – Maintenance Agreement

19. NOTICES

All notices required hereunder shall be in writing and mailed postage prepaid by Certified or Registered mail, return receipt requested, or by personal delivery to the CITY's address as shown below, or such other places as CITY or CONTRACTOR may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or upon personal delivery.

To CITY: _____

Phone/Email: _____

To CONTRACTOR: _____

Phone/Email: _____

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in three (3) or more copies as of the date and year first written above.

CONTRACTOR

CITY OF CONCORD, a Municipal Corporation

By: _____
Name: {Auto-Filled}
Title: {Auto-Filled}
Address: {Auto-Filled}
{Auto-Filled} {Auto-Filled} {Auto-Filled}
Telephone: () -

By: _____
Name: Valerie J. Barone
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

EXHIBIT F-2 (Page 8 of 8)

SAMPLE CONTRACT – Maintenance Agreement

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 20

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
DURING THE CURRENT FISCAL YEAR TO PAY THE ANTICIPATED
EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
THE SUM OF \$____. Account Code_____.

Finance Director's Signature

Attachment 3

City of Concord 2013							
<i>*Estimated</i>							
Work Order #	Date	Location	Total Volume/ cyds	*Metal/lbs	*Glass/lbs	*E- waste/lbs	*Wood/lbs
2013-001	10-Jan	Mira Vista Terrace	18	10	1	0	0
2013-002	16-Jan	Franquette Ave	30	50	5	5	0
2013-003	31-Jan	Monroe Way	4	0	0	0	0
2013-005	mar	Under Bart Tracks at San Miguel & Monument	20	5	15	0	0
2013-006	15-Feb	Olive dr	4	0	0	0	0
2013-007	19-Feb	1680 Freisbee Ct	14	15	5	2	0
2013-008	19-Feb	1849 Clayton rd	2	0	5	0	0
2013-009	01-Mar	San Miguel rd	2	0	0	0	0
2013-010	07-Mar	San Miguel rd/ between Cowell rd & Las Montonas	18	50	0	0	0
2013-011	15-Mar	Len Hester Park	12	0	10	5	0
2013-012	16-Mar	Quail ct & Cowell rd	2	0	0	0	0
2013-013	05-Apr	Ellis Lake Park	4	0	0	0	0
2013-014	05-Apr	Concord ave & Stanwell Bridge	34	100	40	50	0
2013-015	06-Apr	Aquatic Tech School	18	45	5	5	0
2013-016	07-Apr	canal	30	75	15	5	0
2013-017	19-Apr	Willow Pass and Market	18	5	0	0	0
2013-019	02-May	Clayton and Terry Lynn Dr	6	0	5	2	0
2013-020	02-May	Bailey rd	10	0	0	0	0
2013-021	17-May	Willow Pass rd	10	15	20	5	0
2013-022	17-May	Franquette Ave	20	35	10	40	0
2013-023	18-May	Bailey rd	14	0	0	0	0
2013-024	29-May	Iron Horse Trail	8	0	25	5	0
2013-025	05-Jun	Chestnut Ave	10	5	5	0	0
2013-027	08-Jun	Cowell rd @ N. Larwin	8	5	0	5	0
2013-028	08-Jun	1001 Shary Cir	2	0	0	0	0
2013-029	13-Jun	Concord Blvd Bridge	4	5	25	5	0

Attachment 3

Work Order #	Date	Location	Total Volume/ cyds	*Metal/lbs	*Glass/lbs	*E- waste/lbs	*Wood/lbs
2013-030	13-Jun	Crescent dr	0	0	0	0	0
2013-031	20-Jun	Ygnaicio Blvd & Michigan	2	0	0	0	0
2013-032	21-Jun	Mayette Ave	8	0	0	0	0
2013-033	25-Jun	Mayette Ave	8	0	0	0	0
2013-035	04-Jul	Helena dr	10	0	1	0	0
2013-036	04-Jul	Pine Creek Way	6	0	0	0	0
2013-037	04-Jul	San Jose Ave	2	0	0	0	0
2013-038	08-Jul	Mayette Ave	6	20	5		10
2013-040	09-Jul	Solano Way	6	5	15	0	0
2013-041	09-Jul	Rilet Ct	8	30	0	0	0
2013-043	11-Jul	Ellis St.	2	0	0	0	0
2013-044	13-Jul	Cedar Wood Ct	2	0	2	0	0
2013-045	13-Jul	Ygnaicio Valley Rd	2	0	0	0	0
2013-046	15-Jul	San Miguel	4	15	0	0	0
2013-047	18-Jul	Franquette Ave	8	0	0	0	0
2013-048	20-Jul	Industrial Ave	8	25	10	50	10
2013-049	26-Jul	Denkinger Rd	20	30	15	25	100
2013-050	26-Jul	Robin Ln	8	20	10	5	15
2013-051	26-Jul	Arnold Industrial Way	24	100	35	20	150
2013-052	26-Jul	Marsh Dr	10	55	10	0	60
2013-053	26-Jul	Queens Rd	10	65	5	5	15
2013-054	02-Aug	Marclair	6	0	0	0	0
2013-055	06-Aug	San Miguel	4	40	15	100	5
2013-056	06-Aug	Olivera Rd	6	30	10	0	60
2013-058	10-Aug	Cloverdale	10	150	25	5	75
2013-060	10-Aug	Walters Way	8	60	60	0	10
2013-061	10-Aug	Arnold Industrial Way	10	65	10	5	45
2013-062	10-Aug	Cowell Rd and San Miguel	18	155	90	55	200
2013-063	13-Aug	Walters Way	4	0	0	0	0
2013-064	16-Aug	Alro Ave	2	0	0	0	0
2013-065	16-Aug	Ayers rd	2	0	0	35	0
2013-066	16-Aug	Robin Ln	2	0	0	0	0

Attachment 3

Work Order #	Date	Location	Total Volume/ cyds	*Metal/lbs	*Glass/lbs	*E- waste/lbs	*Wood/lbs
2013-067	16-Aug	Treat Blvd	4	5	10	0	0
2013-068	20-Aug	Willow Pass	4	0	0	0	50
2013-069	20-Aug	Chinquapin	2	0	0	0	0
2013-070	20-Aug	Michangan Blvd	2	0	0	0	0
2013-071	21-Aug	Sierra	2	0	0	0	0
2013-072	21-Aug	Detroit Ave	4	65	5	100	100
2013-073	21-Aug	Claycord Ave	2	0	0	65	0
2013-074	21-Aug	Bailey rd	2	0	0	0	0
2013-075	26-Aug	Bailey rd	2	75	0	0	0
2013-076	27-Aug	Parkside Dr	4	0	0	0	55
2013-077	27-Aug	Tioga Rd	12	0	0	55	0
2013-078	30-Aug	Pike	4	0	0	0	0
2013-079	30-Aug	San Miguel rd	2	0	0	0	0
2013-080	30-Aug	Culvert	2	0	100	0	0
2013-081	05-Sep	San Miguel	2	0	0	0	0
2013-082	05-Sep	Willow Pass	6	140	15	0	55
2013-083	05-Sep	Arnold Industrial Way	2	100	15	50	10
2013-084	05-Sep	Avila	8	0	0	0	300
2013-085	05-Sep	Pine and Clayton	2	0	0	0	0
2013-086	05-Sep	Treat Blvd	4	0	0	0	0
2013-087	05-Sep	Frisbie CT	10	240	40	15	180
2013-088	05-Sep	Pine	4	0	0	0	0
2013-089	06-Sep	Frisbie CT	10	55	45	20	65
2013-090	06-Sep	Bailey rd	2	0	0	0	0
2013-091	06-Sep	Pine Creek Way	2	0	0	75	50
2013-092	10-Sep	Clayton Rd	6	55	40	65	100
2013-093	10-Sep	Concord Blvd Bridge	6	80	20	0	55
2013-094	11-Sep	Monument Blvd	12	150	60	0	250
2013-095	11-Sep	Sherry Cir	8	105	10	25	60
2013-096	11-Sep	Main St	8	0	15	0	75
2013-097	11-Sep	Clayton Rd	0	0	0	0	0
2013-098	11-Sep	Clayton	0	0	85	0	0

Attachment 3

Work Order #	Date	Location	Total Volume/ cyds	*Metal/lbs	*Glass/lbs	*E- waste/lbs	*Wood/lbs
2013-099	11-Sep	Olivera rd	2	0	0	0	0
2013-100	11-Sep	The Alameda	4	65	0	0	0
2013-101	11-Sep	Clayton rd	2	0	0	0	0
2013-103	16-Sep	Aramand DR	2	0	0	0	0
2013-104	17-Sep	Floyd	6	0	0	0	0
2013-105	23-Sep	Willos Pass	10	100	50	40	60
2013-106	23-Sep	Solano Way	22	120	40	100	250
2013-109	24-Sep	Gill Dr	2	0	0	0	0
2013-110	25-Sep	San Miguel Rd	4	0	0	0	0
2013-111	27-Sep	Billy Ln	4	0	0	0	0
2013-112	27-Sep	Port Chicago	2	0	0	0	0
2013-113	27-Sep	Arnold Industrial Way	6	0	0	0	0
2013-114	27-Sep	Shary Cir	8	15	70	0	0
2013-115	30-Sep	Walters Way	6	0	0	0	0
2013-116	30-Sep	Treat Blvd	4	0	0	0	0
2013-117	30-Sep	Treat Blvd	4	0	0	0	0
2013-118	30-Sep	Treat Blvd	4	0	0	0	0
2013-119	01-Oct	Bailey Rd	2	5	0	0	0
2013-120	01-Oct	Smith Ln	1	0	0	0	0
2013-121	03-Oct	Hillsborough Ct	5	0	0	0	0
2013-122	04-Oct	Ponderosa Dr	4	15	0	0	0
2013-123	04-Oct	Clayton Way	2	0	0	0	0
2013-124	04-Oct	Sacramento St	1	45	0	0	0
2013-125	10-Oct	Toyon Dr	1	0	0	50	0
2013-126	10-Oct	Toyon Dr	1	5	3	0	0
2013-127	11-Oct	Hamiton & Esperanza Dr	2	0	0	0	55
2013-128	11-Oct	Hillsborough Dr @ Labrador St	1	40	0	0	0
2013-130	11-Oct	walters Way	4	10	15	0	0
2013-131	15-Oct	Mayette Ave	2	0	5	0	10
2013-132	15-Oct	Peer Dr & Plum Dr	1	0	0	0	0
2013-133	18-Oct	Concord Blvd	15	155	100	25	125
2013-134	20-Oct	Tunnel	10	25	75	0	0

Attachment 3

Work Order #	Date	Location	Total Volume/ cyds	*Metal/lbs	*Glass/lbs	*E- waste/lbs	*Wood/lbs
2013-135	20-Oct	Vista Del Monte past Caven Way	2	0	0	0	0
2013-136	21-Oct	Hillsborough Dr near Labrador St	1	0	0	0	0
2013-137	21-Oct	Treat Blvd @ Blarney Dr	1	0	0	0	0
2013-138	21-Oct	Grant st	1	0	0	0	0
2013-139	21-Oct	Linden Dr	1	0	0	0	75
2013-140	22-Oct	Linden Dr	1	0	0	0	50
2013-141	22-Oct	Bailey Rd	4	0	0	0	0
2013-142	26-Oct	Hacienda Rd	9	45	55	25	60
2013-143	28-Oct	Corner of Smith Ln @ Grenola Dr	1	0	0	0	0
2013-144	28-Oct	Ponderosa Dr	5	0	0	0	35
2013-145	28-Oct	Balhan Ct @ Balhan Dr	2	0	0	0	0
2013-146	28-Oct	Clayton rd	1	55	0	0	0
2013-147	29-Oct	Robin Ln	3	0	25	5	0
2013-148	04-Nov	Clayton Rd & Loeffler Ln	5	0	0	0	25
2013-149	06-Nov	Arleda Ln at Treat Blvd	4	0	0	0	0
2013-150	06-Nov	Toyon Dr	2	0	0	0	0
2013-151	06-Nov	Nicholas Dr	1	0	0	0	75
2013-152	06-Nov	Farm Bureau Rd @ Wren Ave	2	0	10	0	0
2013-153	06-Nov	Navaronne Wy @ Torino Ct	1	0	0	0	0
2013-156	09-Nov	Industrial Pl	2	0	0	0	0
2013-157	09-Nov	Concord Blvd @ Cantrell Ct	3	0	0	0	0
2013-158	09-Nov	Cloverdale	4	15	10	5	25
2013-159	13-Nov	Markham St @ La Orinda Pl	1	0	0	0	0
2013-161	13-Nov	Trail creek Ct	5	40	60	15	40
2013-162	18-Nov	Payk Highlands Dr	1	0	0	0	0
2013-163	15-Nov	Lynwood Dr	5	60	20	0	10
2013-164	15-Nov	Pine St	16	85	100	65	55
2013-165	17-Nov	Oak Grove Rd	3	0	35	0	0
2013-166	17-Nov	Meadow Ln	0	0	0	0	0
2013-167	21-Nov	Detroit Ave	1	0	0	0	55
2013-168	21-Nov	Willow Pass	1	0	0	0	0
2013-169	21-Nov	Clayton Rd	1	0	0	0	75

Attachment 3

Work Order #	Date	Location	Total Volume/ cyds	*Metal/lbs	*Glass/lbs	*E- waste/lbs	*Wood/lbs
2013-170	21-Nov	Detroit Ave	6	45	25	5	0
2013-171	21-Nov	Detroit Ave	1	0	0	0	0
2013-172	21-Nov	Willow Pass	7	10	25	20	20
2013-173	21-Nov	Willow Pass	5	0	0	0	0
2013-174	21-Nov	Mendocino Dr	8	50	30	15	30
2013-175	22-Nov	Meadow Ln	2	0	0	0	0
2013-176	03-Dec	Minert Rd	2	0	0	0	0
2013-177	09-Dec	Mayette Ave	10	40	30	0	0
2013-179	03-Dec	Lodato Way	9	65	25	20	30
2013-180	07-Dec	Ryan Rd	1	0	0	0	0
2013-181	07-Dec	Argyll Ave	2	0	0	0	0
2013-182	09-Dec	Mayette Ave	3	0	0	0	0
2013-183	09-Dec	Arnold Industrial Ave	3	0	0	0	0
2013-184	09-Dec	Bailey Rd	4	5	10	15	0
2013-185	20-Dec	Raven Wood	1	0	0	0	0
2013-186	20-Dec	N 5th ST	2	0	0	0	75
2013-187	20-Dec	Mohr Ln	1	0	0	0	0
2013-188	20-Dec	Mendocino Dr	1	0	0	0	0
2013-189	24-Dec	Ayers Rd	3	0	10	10	0

	Cases	Cubic Yards
CY2013 Total	182	993