



THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED:

REPORT NO:

ATTENTION: Natural Resources and Culture Committee

SUBJECT: Hazardous Waste Disposal Citywide Contract Renewal

REQUESTED ACTION:

1. Authorize the Mayor, or his designee, to enter into a contract with Ocean Blue Environmental for hazardous waste routine and emergency response disposal services for a one year term, November 1, 2011 – October 31, 2012, with the option to renew for an additional one-year period with price increases not to exceed the annual San Diego Consumer Price Index (CPI) of the prices in effect at the end of the prior contract year, in accordance with Bid No. 9075-08-A.
2. Authorize the Chief Financial Officer to expend an amount not to exceed \$1,000,000 annually plus any annual CPI price escalation from the various departments that request hazardous waste disposal or emergency response service.
3. Authorize the City Comptroller to transfer expended funds from each participating department requiring hazardous waste disposal or emergency response service.

STAFF RECOMMENDATION: Approve the requested actions.

SUMMARY:

The City of San Diego requires hazardous waste management services for routine disposal activities and emergency response incidents. The Hazardous Waste Management Services contract competitive bid process, Bid No.9075-08-A, closed on June 27, 2008. The bid provided the City an option to create one contract for routine and emergency response hazardous waste services or to split those tasks into two contracts, whichever was in the best interests of the City.

Ocean Blue Environmental was determined to be the most responsive and responsible bidder at the lowest cost for both the routine hazardous waste disposal activities and emergency response services. The contract was awarded as an as-needed citywide contract starting November 1, 2008.

The Hazardous Waste Management contract awarded to Ocean Blue Environmental is expected to exceed \$1,000,000 at the start of the fourth one-year contract renewal on November 1, 2011.

Departments utilizing this contract have been noticed of the pending renewal and are satisfied with the service received by Ocean Blue Environmental during both routine and emergency response activities.

Purchasing Department, Environmental Services Department, and all user departments will continue to work in cooperation to oversee this contract to ensure the vendor adheres to the contract's terms and conditions as well as providing City Departments with efficient service so hazardous waste is dispose of promptly and safely as required by law.

Staff recommends that the Ocean Blue Environmental contract be renewed and authorization given to execute the two remaining one-year contract renewals.

BACKGROUND:

City of San Diego operations require the service of a licensed hazardous waste transporter to collect hazardous waste generated at city facilities or project sites and deliver the hazardous waste to a licensed disposal or recycling facility for proper disposal. Hazardous wastes are generated on a non-emergency basis at many City facilities and include spent carbon used in wastewater odor control towers, unusable paints, spent cleaners used for asphalt removal from tools, debris from cleaning chemical storage tanks, used batteries, and fluorescent lighting .

Emergency hazardous waste disposal services are needed occasionally to assist the Fire Department Hazardous Incident Response Team with an incident on a City right-of-way or a City facility that had a chemical release beyond the capabilities of on-site staff.

The competitive bid process for the Hazardous Waste Management Services contract, Bid No.9075-08-A, was closed on June 27, 2008. The contract language provided the City an option to create one contract for routine and emergency response hazardous waste services or to split those tasks into two contracts, whichever was in the best interests of the City.

A Review Team was established utilizing representatives from Fire Department, Public Utilities Water and Wastewater sections, and Environmental Services Department. Each vendor submitted a bid for routine and emergency hazardous waste disposal services and included supplemental information which was evaluated by the Review Team separately for the following criteria:

- Efficient and effective operational procedures
- Adequate safety procedures
- Employee training and qualifications
- Equipment availability
- Waste management disposal options provided per waste type
- Compliance records of each disposal or recycling facility utilized in the bid

Purchasing Department was responsible for evaluating:

- Experience requirements
- Licenses and insurance
- Bid pricing
- Reference recommendations

Purchasing Department compiled the Review Team's results along with their evaluation and determined that Ocean Blue Environmental was the most responsive and responsible bidder with the lowest cost. The Citywide Hazardous Waste Management contract was initiated with Ocean Blue Environmental starting November 1, 2008.

DISCUSSION

With the upcoming contract renewal on November 1, 2011, Purchasing Department anticipates that the Ocean Blue Environmental contract total expenditure may exceed \$1,000,000 at the start of this fourth contract year. The expenditures so far on the contract are:

Contract Period	November 1, 2008 – October 31, 2009
Emergency Services	\$ 69,000
Non-Emergency Services	<u>\$ 360,000</u>
Total Expended, 1 st Year	\$ 429,000

Contract Period	November 1, 2009 – October 31, 2010
Emergency Services	\$ 127,000
Non-Emergency Services	<u>\$ 211,000</u>
Total Expended, 2 nd Year	\$ 338,000

Due to the technical nature of hazardous waste disposal, the Environmental Services Department has taken on the important role of coordinating routine disposal services needed by City staff and prepares the service requests to Ocean Blue Environmental and reviews invoices for accuracy prior to payment. Environmental Services Department staff will continue with these coordinating activities as this contract transitions from a centralized payment process utilizing Central Stores to a decentralized payment system where each user department creates a department Purchase Order for services.

Purchasing Department, Environmental Services Department, and all user departments will work in cooperation to oversee this contract to ensure the vendor adheres to the contract's terms and conditions as well as providing City Departments with efficient service so hazardous waste is disposed of promptly and safely as required by law.

Staff recommends that the Ocean Blue Environmental contract be renewed and authorization given to execute the remaining one-year contract renewal.

If renewal of the contract is not approved, then the hazardous waste disposal and emergency response assistance for chemical releases will not be available to City facilities and the Fire Department until the contract is approved or the City completes a new RFP process. The current contract with Ocean Blue expires on October 31, 2011.

FISCAL CONSIDERATIONS:

The Ocean Blue Environmental contract is an As-Needed contract.

ENVIRONMENTAL STATEMENT:

PREVIOUS COUNCIL AND/OR COMMITTEE ACTION:

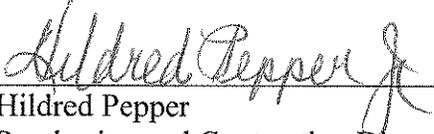
None

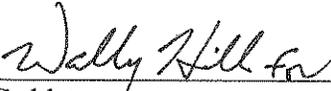
COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

None

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The key stakeholders affected by the services are City operations. The approval of the Ocean Blue Environmental contract renewal would result in a seamless continuation of hazardous waste disposal services and emergency response hazardous waste disposal assistance with no adverse impact to City operations.


Hildred Pepper
Purchasing and Contracting Director


Jay Goldstone
Chief Operating Officer

Attachment One: Ocean Blue Environmental Agreement

Attachment Two: First option to the Agreement between the City of San Diego and Ocean Blue Environmental (2010)

Attachment Three: Proposed First Amendment to the Agreement between the City of San Diego and Ocean Blue Environmental (2011)



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPT.
 1200 Third Avenue, Suite 200
 San Diego, CA 92101-4195

Bid No. 9075-08-A

REQUEST FOR BID
ADDENDUM A

Closing Date: June 27, 2008
 @ 3:00 pm P.S.T.

Subject: Furnish the City of San Diego with Hazardous Waste Management Service
Timeline: As may be required for a period of one (1) year from date of fully executed contract, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.
Note: Recommended Pre-Bid Conference – See Page 27 for Details
License(s) Required: Various – See Pages 28 and 29 for Details

Company <u>Ocean Blue Environmental</u>	Services, Inc.	Name <u>Donald Ostrand</u>
Federal Tax I.D. No. <u>33-0625817</u>		[PRINT OR TYPE]
Street Address <u>3110 Hancock St.</u>		Signature* <u><i>Donald Ostrand</i></u>
City <u>San Diego</u>		Title <u>General Manager</u>
State <u>CA</u> Zip Code <u>92110</u>		Date <u>June 27, 2008</u>
Tel. No. <u>619-294-6682</u> Fax No. <u>619-294-6743</u>	*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.	
E-Mail <u>DOSTRAND@OCEAN-BLUE.COM</u>	SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.	
If your firm is not located in California, are you authorized to collect California sales tax? <u> </u> Yes <u> </u> No	Cash discount terms <u>Net 30</u> % <u> </u> days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]	
If Yes, under what Permit # <u> </u>	State delivery time required: <u>1</u> days after receipt of order.	
City of San Diego Business Tax License #: <u>B2000005252</u>		

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Beginning January 1, 2008, all bidders must complete the Vendor Registration Form. Eventually, this form will also be available for on-line submittal.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

PEARL ADAMS/cnn, Senior Procurement Specialist

Phone: (619) 533-6289

Fax: (619) 533-3228

E-mail: PAdams@sanidiego.gov

II. PRICING PAGE

SCHEDULE I – EMERGENCY RESPONSE RATE SCHEDULE FOR LABOR AND MATERIALS

A. LABOR FEES

Item No.	Qty	UOM	Description	Hourly Rate Unit Cost	Extension
1.	1	HR	Field Chemist Overtime List Rate: 90 Overtime per diem rate: 0	\$ 60.00	\$ 60.00
2.	1	HR	Field Technician Overtime List Rate: 75 Overtime per diem rate: 0	\$ 45.00	\$ 45.00
3.	1	HR	Driver (Class A) Overtime List Rate: 90 Overtime per diem rate: 0	\$ 60.00	\$ 60.00
4.	1	HR	Emergency Response Foreman Overtime List Rate: 100 Overtime per diem rate: 0	\$ 70.00	\$ 70.00
5	1	HR	*The percent of reduction in pricing for same day service to be applied to all Labor pricing: 0 %	\$	\$ 0.00
TOTAL SECTION A:				\$	235.00

*Note: Item No. 5 is for informational purposes only and will not be factored into the evaluation of the bid.

B. MATERIALS

Note: Use of absorbents materials as a part of lab packing hazardous waste is to be included in disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Hydrophobic absorbent rolls	\$ 50.00	\$ 50.00
2.	1	EA	Universal absorbent rolls	\$ 78.00	\$ 78.00
3.	1	BG	Vermiculite (For Spill Clean Up only)	\$ 30.00	\$ 30.00
4.	1	BG	Ultrasorb (For Spill Clean Up only)	\$ 17.50	\$ 17.50
5.	1	EA	Hand Pump (disposable)	\$ 20.00	\$ 20.00
6.	1	RL	Shrink Wrap	\$ 30.00	\$ 30.00
7.	1	RL	Hazard Tape	\$ 26.00	\$ 26.00
8.	1	EA	Triwall Box with liner (one cubic yard)	\$ 158.00	\$ 158.00
9.	1	EA	Coliwassa	\$ 2.00	\$ 2.00
10.	1	EA	Visqueen 6 mil	\$ 60.00	\$ 60.00
11.	1	EA	Duct tape	\$ 7.00	\$ 7.00
12.	1	EA	All other Disposable Supplies will be charged at a Invoice Cost Plus 0 %		
TOTAL SECTION B:					\$ 478.50

C. EQUIPMENT

Note: Personal protective gear costs for hazardous waste packaging and transportation component of service must be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	ST	Level B – Level C gear with supplied air and any specialized outer wear.	\$ 68.00	\$ 68.00
2.	1	ST	Level A – Fully encapsulated suit	\$ 125.00	\$ 125.00
3.	1	DY	Cutoff saw (Sawsall)	\$ 30.00	\$ 30.00
4.	1	DY	Portable Lighting	\$ 37.00	\$ 37.00
5.	1	DY	High Pressure Low Volume Washer (with hoses and nozzles)	\$ 200.00	\$ 200.00
6.	1	DY	Generator (gas powered with fuel)	\$ 50.00	\$ 50.00
7.	1	HR	Portable Poly Tank with Containment – 500 gallon size	\$ 5.00	\$ 5.00
8.	1	DY	Backhoe	\$ 260.00	\$ 260.00
9.	1	DY	40 cubic yard Roll Off Container with Tarps & Bows	\$ 26.00	\$ 26.00
10.	1	DY	25 cubic yard Roll Off Container with Tarps & Bows	\$ 26.00	\$ 26.00
11.	1	DY	Chemical Diaphragm Pump (designed for corrosive materials)	\$ 25.00	\$ 25.00
12.	1	DY	Confined Space Entry Equipment	\$ 150.00	\$ 150.00
13.	1	DY	Bobcat excavator	\$ 130.00	\$ 130.00
14.	1	DY	Air compressor (175cfm) with hoses and fittings	\$ 125.00	\$ 125.00

Item No.	Est. Qty	U/M	Description	Unit Cost	Extension
15.	1	DY	Boom Lift	\$ 200.00	\$ 200.00
16.	1	DY	Ventilation Fan	\$ 121.00	\$ 121.00
17.	1	HR	*The percent of reduction in pricing for same day service to be applied to all Equipment pricing: 0 %		\$ 0
TOTAL SECTION C:				\$	1578.00

*Note: Item No. 5 is for informational purposes only and will not be factored into the evaluation of the bid.

B. INSTRUMENTATION

Note: Any use of instrumentation and field chemical identification kit during hazardous waste packaging component of service is to be included in Disposal pricing.

Item No.	Est. Qty	U/M	Description	Unit Cost	Extension
1.	1	EA	Organic Vapor Analyzer (PID)	\$ 150.00	\$ 150.00
2.	1	EA	Three Gas Meter (Combustible Gas, oxygen indicator, hydrogen sulfide)	\$ 150.00	\$ 150.00
3.	1	EA	Field Chemical Identification kit (HazCat)	\$ 21.00	\$ 21.00
TOTAL SECTION D:				\$	321.00

E. VEHICLES

Note: Any vehicle costs for transportation of containerized hazardous waste (5 gallon – 85 gallon size) component of service are to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	DY	Flatbed Truck	\$ 200.00	\$ 200.00
2.	1	DY	Step Van	\$ 200.00	\$ 200.00
3.	1	DY	Pick-up Truck/Passenger Van	\$ 150.00	\$ 150.00
4.	1	DY	Semi-Tractor	\$ 220.00	\$ 220.00
5.	1	DY	Storage Van	\$ 220.00	\$ 220.00
6.	1	DY	Liffigate Truck	\$ 220.00	\$ 220.00
7.	1	DY	Response Vehicle (stocked with items such as non-disposable spill clean up equipment and tools, fire protection, safety and traffic control equipment and materials, decontamination equipment, and any other basic supplies/equipment to perform the activity.	\$ 440.00	\$ 440.00
8.	1	HR	Vacuum Truck – caustic chemical resistant (with hoses and flanges)	\$ 50.00	\$ 50.00
9.	1	HR	Vacuum Truck (with hoses and flanges)	\$ 50.00	\$ 50.00
TOTAL SECTION E:				\$	1750.00

F. EMERGENCY RESPONSE DISPOSAL

Note: Disposal pricing shall include all necessary materials and equipment needed to complete the activity as described in the Bid for the listed waste types per container size and disposal method specified.

This pricing should included but is not limited to: all equipment and material needed to load containers; HazCat spot testing onsite when necessary; container with lid; labels and labeling; prepared disposal documentation; vehicle used in transportation to a storage facility and to an approved disposal facility; and disposal of the listed waste types per container size and disposal method specified.

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
1.	1	GL	Aerosols – non flammable (corrosive) 5 gallon container	DI	\$ 65.00	\$ 65.00
2.	1	GL	Aerosols – non flammable (poison) 5 gallon container	DI	\$ 92.75	\$ 92.75
3.	1	GL	Aerosols – flammable 5 gallon container	DI	\$ 92.75	\$ 92.75
4.	1	GL	Aerosols – flammable 55 gallon container	DI	\$ 313.80	\$ 313.80
5.	1	GL	Antifreeze, Lab Pack, 30 gallon container	Recycle*	\$ 135.00	\$ 135.00
6.	1	GL	Corrosive Liquid, inorganic – Lab Pack 5 gallon container	Treat**	\$ 92.75	\$ 92.75
7.	1	GL	Corrosive Liquid, inorganic – Lab Pack 55 gallon container	Treat**	\$ 300.00	\$ 300.00

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
8.	1	GL	Corrosive Liquid, (Ferric or Ferrous Chloride solution), bulk, (vacuum truck or storage container costs separate)	Treat**	\$ 1.73	\$ 1.73
9.	1	GL	Corrosive Liquid, (Sodium Hydroxide solution), bulk, (vacuum truck or storage container costs separate)	Treat**	\$ 1.73	\$ 1.73
10.	1	GL	Debris – RCRA solids with gasoline (not UST generated), bulk 5 gallon container	DI	\$ 81.25	\$ 81.25
11.	1	GL	Debris – RCRA solids contaminated with gasoline (not UST generated), bulk 55 gallon container	DI	\$ 357.50	\$ 357.50
12.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 5 gallon container	DI	\$ 81.25	\$ 81.25
13.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 55 gallon container	Recycle	\$ 175.00	\$ 175.00
14.	1	Ton	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk (cubic yard bin and tractor trailer truck transportation costs separate)	HW Landfill - Class 1	\$ 43.78	\$ 43.78
15.	1	GL	Empty Drums – Non RCRA, 55 gallon metal container *HW Landfill Pricing can be substituted if Reconditioning is not available	Recon*	\$ 63.75	\$ 63.75

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
16.	1	GL	Flammable Liquids, bulk, 5 gallon container	ALT Fuel*	\$ 64.00	\$ 64.00
17.	1	GL	Flammable Liquids, Lab Pack, 55 gallon container	ALT Fuel*	\$ 271.25	\$ 271.25
18.	1	GL	Latex Paint, Lab Pack, 55 gallon container	Recycle*	\$ 236.75	\$ 236.75
19.	1	GL	Latex Paint, Lab Pack, 30 gallon container	Recycle*	\$ 161.85	\$ 161.85
20.	1	GL	Latex Paint, bulk, 5 gallon container	Recycle*	\$ 58.25	\$ 58.25
21.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 5 gallon container	Treat	\$ 84.70	\$ 84.70
22.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 55 gallon container	Treat	\$ 351.75	\$ 351.75
23.	1	GL	Non-RCRA solids with heavy metals, Bulk, 5 gallon container	DI	\$ 84.70	\$ 84.70
24.	1	GL	Non-RCRA solids with heavy metals bulk, 55 gallon container	DI	\$ 357.50	\$ 357.50
25.	1	GL	Oil (used), no solvent contamination, bulk, 5 gallon container	Recycle	\$ 52.50	\$ 52.50
26.	1	GL	Oil (used), no solvent contamination, bulk, 55 gallon container	Recycle	\$ 156.25	\$ 156.25
27.	1	GL	Oil (used), no solvent contamination, Lab Pack, 5 gallon container	Recycle	\$ 81.25	\$ 81.25
28.	1	GL	Oil (used), no solvent contamination, Lab Pack, 55 gallon container	Recycle	\$ 156.25	\$ 156.25

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
29.	1	GL	Oil (used) solvent contaminated, bulk, 5 gallon container	DI	\$ 73.20	\$ 73.20
30.	1	GL	Oil (used) solvent contaminated, bulk 55 gallon container	DI	\$ 201.10	\$ 201.10
31.	1	GL	Oil (used) solvent contaminated, lab pack 5 gallon container	DI	\$ 87.00	\$ 87.00
32.	1	GL	Oil (used) solvent contaminated, lab pack 55 gallon container	DI	\$ 201.10	\$ 201.10
33.	1	GL	Oil-Based Paints, Lab Pack, 55 gallon container	DI	\$ 271.25	\$ 271.25
34.	1	GL	Oil-Based Paints, Lab Pack, 30 gallon container	DI	\$ 248.10	\$ 248.10
35.	1	GL	Oxidizing Liquids, Lab Pack, 55 gallon container	Treat**	\$ 401.20	\$ 401.20
36.	1	GL	Oxidizing Liquids (hypochlorite solution), bulk, (vacuum truck transportation costs separate)	Treat**	\$ 2.74	\$ 2.74
37.	1	GL	Poison Solids, Lab Pack, 5 gallon container	DI	\$ 99.65	\$ 99.65
38.	1	GL	Poison Solids, Lab Pack, 30 gallon container	DI	\$ 212.45	\$ 212.45
39.	1	GL	Poison Liquids, Lab Pack, 5 gallon container	DI	\$ 99.65	\$ 99.65

Item No.	List Qty	U/M	Description	Disposal Method	Unit Cost	Extension
40.	1	GL	Poison Liquids, Lab Pack, 30 gallon container	DI	\$ 212.45	\$ 212.45
41.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 5 gallon container	DI	\$ 84.70	\$ 84.70
42.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 55 gallon container	DI	\$ 357.50	\$ 357.50
43.	1	HR	*The percent of reduction in pricing for same day service to be applied to all Disposal pricing: 0 %		\$ 0	\$ 0
TOTAL SECTION F:						\$ 6567.13

*Note: Item No. 5 is for informational purposes only and will not be factored into the evaluation of the bid.

TERMS:

Alt Fuel = Alternative Fuel for Destructive Incinerator

DI = Destructive Incineration

HW Landfill = Class I Hazardous Waste Landfill for Solid Wastes

Recon = Reconditioning of Drums for Reuse of the Drum

Recycle = Reuse of the Waste to Produce New Products (Disposal Codes)

Treat = Treatment prior to discharge to sewer (Liquids), Hazardous Waste Landfill (Solids) or other designated treatment method rendering the Waste Non-Hazardous

* Destructive Incineration pricing can be substituted if recycling, reconditioning, or alternative fuel option listed is not available.

** Destructive Incineration pricing can be substituted if neutralization or treatment option listed is not available



3110 Hancock St.
San Diego, CA 92110

Ph: (619) 294-6682
Fx: (619) 294-6743

2.2

Routine/Scheduled Hazardous Waste Services Rate Schedule

SCHEDULE II - ROUTINE/SCHEDULED HAZARDOUS WASTE SERVICES RATE SCHEDULE

G. LABOR FEES

Note: Any labor costs for routine/scheduled hazardous waste pick up component of service is to be included in disposal pricing.

Item No.	U/M	Est. Qty.	Description	Hourly Rate Unit Cost	Extension
1.	HR	1	Field Chemist Overtime List Rate: 90 Overnight per diem rate: 0	\$ 60.00	\$ 60.00
2.	HR	1	Field Technician Overtime List Rate: 75 Overnight per diem rate: 0	\$ 45.00	\$ 45.00
3.	HR	1	Driver (Class A) Overtime List Rate: 90 Overnight per diem rate: 0	\$ 60.00	\$ 60.00
4.	HR	1	Emergency Response Foreman Overtime List Rate: 100 Overnight per diem rate: 0	\$ 70.00	\$ 70.00
TOTAL SECTION G:					\$ 235.00

H. MATERIALS

Note: Use of absorbent materials as a part of lab packing hazardous waste is to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Hydrophobic absorbent rolls	\$ 50.00	\$ 50.00
2.	1	EA	Universal absorbent rolls	\$ 78.00	\$ 78.00
3.	1	BG	Vermiculite (For Spill Clean Up only)	\$ 30.00	\$ 30.00
4.	1	BG	Ultrasorb (For Spill Clean Up only)	\$ 17.50	\$ 17.50
5.	1	EA	Hand Pump (disposable)	\$ 20.00	\$ 20.00
6.	1	RL	Shrink Wrap	\$ 30.00	\$ 30.00
7.	1	RL	Hazard Tape	\$ 26.00	\$ 26.00
8.	1	EA	Triwall Box with liner (one cubic yard)	\$ 158.00	\$ 158.00
9.	1	EA	Colliwassa	\$ 2.00	\$ 2.00
10.	1	EA	Visqueen 6 mil	\$ 60.00	\$ 60.00
11.	1	EA	All other Disposable Supplies will be charged at a Invoice Cost Plus 15 %		
TOTAL SECTION H:				\$	471.50

I. EQUIPMENT

Note: Personal protective gear costs for packaging and transporting hazardous waste component of service is to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	ST	Level B – Level C with supplied air and any specialized outer wear.	\$ 68.00	\$ 68.00
2.	1	ST	Level A – Fully encapsulated suit	\$ 125.00	\$ 125.00
3.	1	DY	Cutting saw (Sawsall)	\$ 30.00	\$ 30.00
4.	1	DY	Portable Lighting	\$ 37.00	\$ 37.00
5.	1	DY	High Pressure Low Volume Washer	\$ 200.00	\$ 200.00
6.	1	DY	Generator (gas powered)	\$ 50.00	\$ 50.00
7.	1	DY	Ventilation Fan	\$ 121.00	\$ 121.00
8.	1	DY	Portable Poly Tank – 500 gallon size	\$ 40.00	\$ 40.00
9.	1	DY	Backhoe	\$ 425.00	\$ 425.00
10.	1	DY	40 cubic yard Roll Off Bin with tarp and bows	\$ 26.00	\$ 26.00
11.	1	DY	25 cubic yard Roll Off Bin with tarp and bows	\$ 26.00	\$ 26.00
12.	1	DY	Confined Space Entry Equipment	\$ 150.00	\$ 150.00
13.	1	DY	Chemical Diaphragm Pump (designed for corrosive materials)	\$ 25.00	\$ 25.00

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
14.	1	DY	Bobcat excavator	\$ 311.00	\$ 311.00
15.	1	DY	Air compressor (175cfm) with hoses and fittings	\$ 216.00	\$ 216.00
16.	1	DY	Boom Lift	\$ 200.00	\$ 200.00
TOTAL SECTION I:				\$	2050.00

J. INSTRUMENTATION

Note: Use of Instrumentation and field chemical identification kit during hazardous waste packaging component of service is to be included in Disposal pricing.,

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Organic Vapor Analyzer (PID)	\$ 150.00	\$ 150.00
2.	1	EA	Three Gas Meter (Combustible Gas/oxygen indicator, hydrogen sulfide)	\$ 150.00	\$ 150.00
3.	1	EA	Field Chemical Identification kit (HazCat)	\$ 21.00	\$ 21.00
TOTAL SECTION J:				\$	321.00

K. VEHICLES

Note: Vehicle costs for transporting hazardous waste (5 gallon - 55 gallon size) component of service is to be included in Disposal pricing)

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	DY	Stakebed Truck	\$ 200.00	\$ 200.00
2.	1	DY	Step Van	\$ 200.00	\$ 200.00
3.	1	DY	Pick-up Truck/Passenger Van	\$ 150.00	\$ 150.00
4.	1	DY	Semi-Tractor	\$ 220.00	\$ 220.00
5.	1	DY	Storage Van	\$ 220.00	\$ 220.00
6.	1	HR	Vacuum Truck with hoses and flanges	\$ 50.00	\$ 50.00
7.	1	DY	Supply Vehicle (stocked with items such as non-disposable tools, basic fire protection, safety equipment and any other basic supplies/equipment to perform the activity.	\$ 440.00	\$ 440.00
8.	1	DY	Liftgate Truck	\$ 220.00	\$ 220.00
9.	1	DY	Other Equipment	\$ 0	\$ 0
TOTAL SECTION K:				\$	\$ 1700.00

L. CONTAINERS

Note: Costs of containers used in hazardous waste disposals must be included in disposal pricing. Container pricing below is only for other uses.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	GL	Poly 55 Gallon Drum- open top, 1H2 (new)	\$ 56.00	\$ 56.00
2.	1	GL	Poly 30 Gallon Drum - open top, 1H2 (new)	\$ 42.00	\$ 42.00
3.	1	GL	Poly 15 Gallon Drum- open top, 1H2 (new)	\$ 35.00	\$ 35.00
4.	1	GL	Poly 5 Gallon Drum- open top, 1H2 (new)	\$ 15.00	\$ 15.00
5.	1	GL	Metal 55 Gallon Drum – open top, 1A2 (new)	\$ 51.00	\$ 51.00
6.	1	GL	Metal 55 Gallon Drum – open top, 1A2 (recon)	\$ 45.00	\$ 45.00
7.	1	GL	Metal 30 Gallon Drum – open top, 1A2 (new)	\$ 68.00	\$ 68.00
8.	1	GL	Metal 30 Gallon Drum – open top, 1A2 (recon)	\$ 40.00	\$ 40.00
9.	1	GL	Metal 15 Gallon Drum – open top, 1A2 (new)	\$ 61.00	\$ 61.00
10.	1	GL	Metal 15 Gallon Drum – open top, 1A2 (recon)	\$ 61.00	\$ 61.00
11.	1	GL	Metal 5 Gallon Drum – open top, 1A2 (new)	\$ 13.00	\$ 13.00
12.	1	GL	Metal 5 Gallon Drum- open top, 1A2 (recon)	\$ 13.00	\$ 13.00
TOTAL SECTION L:				\$	500.00

M. ROUTINE/SCHEDULED HAZARDOUS WASTE DISPOSAL SERVICE

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
1.	1	GL	Aerosols – non flammable (corrosive) 5 gallon container	DI	\$ 95.00	\$ 95.00
2.	1	GL	Aerosols – non flammable (poison) 5 gallon container	DI	\$ 122.75	\$ 122.75
3.	1	GL	Aerosols – flammable 5 gallon container	DI	\$ 122.75	\$ 122.75
4.	1	GL	Aerosols – flammable 55 gallon container	DI	\$ 343.80	\$ 343.80
5.	1	GL	Combustible liquid- Bulk (asphalt emulsion), 55 gallon container	DI	\$ 397.85	\$ 397.85
6.	1	GL	Corrosive Liquid – Lab pack (combined sulfuric acid and mercury waste) 5 gallon container * Destructive Incineration pricing can be substituted if neutralization is not available	Treat/ Recycling*	\$ 186.00	\$ 186.00
7.	1	GL	Corrosive Liquid, inorganic – Lab Pack 5 gallon container * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$ 122.75	\$ 122.75
8.	1	GL	Corrosive Liquid, inorganic – Lab Pack 55 gallon container * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$ 330.00	\$ 330.00

Item No.	Estl Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
9.	1	GL	Corrosive Liquid, (Ferric or Ferrous Chloride solution), bulk, (vacuum truck or storage container costs separate) * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$ 1.73	\$ 1.73
10.	1	GL	Corrosive Liquid, (Sodium Hydroxide solution), bulk, (vacuum truck or storage container costs separate) * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$ 1.73	\$ 1.73
11.	1	GL	Debris – RCRA solids contaminated with gasoline (not UST generated), bulk 5 gallon container	DI	\$ 111.25	\$ 111.25
12.	1	GL	Debris – RCRA solids contaminated with gasoline (not UST generated), bulk 55 gallon container	DI	\$ 387.50	\$ 387.50
13.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 5 gallon container	DI	\$ 103.20	\$ 103.20
14.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 55 gallon container	Recycle	\$ 205.00	\$ 205.00
15.	1	Ton	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk (cubic yard bin and tractor trailer truck transportation costs separate)	HW Landfill	43.78	43.78

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
16.	1	GL	Empty Drums – Non RCRA, 55 gallon metal container *HW Landfill Pricing can be substituted if Reconditioning is not available	Recon*	\$ 93.75	\$ 93.75
17.	1	GL	Flammable Liquids, bulk, 55 gallon container * Destructive Incineration pricing can be substituted if alternative fuel option is not available	ALT Fuel*	\$ 231.10	\$ 231.10
18.	1	GL	Flammable Liquids, Lab Pack, 55 gallon container *Destructive Incineration pricing can be substituted if alternative fuel option is not available	ALT Fuel*	\$ 301.25	\$ 301.25
19.	1	GL	Latex Paint, Lab Pack, 55 gallon container *Destructive Incineration pricing can be substituted if recycling is not available	Recycle*	\$ 266.75	\$ 266.75
20.	1	GL	Latex Paint, Lab Pack, 30 gallon container *Destructive Incineration pricing can be substituted if recycling is not available.	Recycle*	\$ 192.75	\$ 192.75
21.	1	Ton	Non-RCRA Solid (pH <2.0) Activated Carbon, cubic yard bin (Tractor Trailer Transportation charge and any additional Landfill taxes/fees are separate)	HW Landfill	\$ 29.90	\$ 29.90

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
22.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 5 gallon container	Treat	\$ 114.70	\$ 114.70
23.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 55 gallon container	Treat	\$ 381.75	\$ 381.75
24.	1	GL	Non-RCRA solids with heavy metals Bulk, 5 gallon container	DI	\$ 114.70	\$ 114.70
25.	1	GL	Non-RCRA solids with heavy metals bulk, 55 gallon container	DI	\$ 387.50	\$ 387.50
26.	1	GL	Oil-Based Paints, Lab Pack, 55 gallon container	DI	\$ 301.25	\$ 301.25
27.	1	GL	Oxidizing Liquids (hypochlorite solution), bulk, 55 gallon container * Destructive Incineration pricing can be substituted if treatment is not available.	Treat*	\$ 431.20	\$ 431.20
28.	1	GL	Oxidizing Liquids (hypochlorite solution), bulk, (vacuum truck transportation and bulk container costs are separate) * Destructive Incineration pricing can be substituted if treatment is not available.	Treat*	\$ 2.25	\$ 2.25
29.	1	GL	Poison Solids, Lab Pack, 5 gallon container	DI	\$ 129.65	\$ 129.65

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
30.	1	GL	Poison Solids, Lab Pack, 30 gallon container	DI	\$ 243.35	\$ 243.35
31.	1	GL	Poison Liquids, Lab Pack, 5 gallon container	DI	\$ 188.71	\$ 188.71
32.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 5 gallon container	DI	\$ 114.70	\$ 114.70
33.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 55 gallon container	DI	\$ 387.50	\$ 387.50
34.	1	GL	Road Flares (Fusee), bulk, 5 gallon container *Destructive incineration pricing may be substituted if Treatment is not available	Treat*	\$ 159.45	\$ 159.45
TOTAL SECTION M:					\$	6647.30
TOTAL SECTIONS A-M:					\$	22,854.43



3110 Hancock St.
San Diego, CA 92110

Ph: (619) 294-6682
Fx: (619) 294-6743

3.1 – 3.15

PERMITS, LICENSES & REGISTRATIONS

- California Contractors State License Board – “A” General Engineering Contractor License #709140 with HAZ endorsement
- California Department of Consumer Affairs – Hazardous Substance Removal and Remedial Actions Certification #709140
- California Highway Patrol Hazardous Material Transportation License – License #111486, Control #181440
- Dept. of California Highway Patrol – Assignment of Carrier Identification Number - Carrier #119128
- California Department of Motor Vehicles – Motor Carrier Permit #CA-0119128
- U.S. Environmental Protection Agency – ID #CAD983608258
- U.S. Department of Transportation – ID #USDOT696231
- U.S. Department of Transportation – Hazardous Materials Certificate of Registration (2007-2010) Reg. No. 062507 005 007PR
- California Department of Health Services – Medical Waste Transporter, Registration #3354
- California Department of Toxic Substance Control – Transporter Registration #3354
- California Department of Health Services – Trauma Scene Waste Management Practitioner ID #256
- California Integrated Waste Management Board – Waste Tire Hauler TPID #1003834
- California Highway Patrol – Certificate of Achievement
- U.S. Coast Guard – BOA Certificate
- California Department of Fish & Game, Office of Spill Prevention – Certificate of Financial Responsibility (over-the-Water Permit) #30753

BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

REFERENCES

Company Name: San Diego Unified School District Contact Name: Glen Boogren
Address: 4100 Normal Street Phone Number: 858-637-3698
San Diego, CA 92103 Fax Number: 858-627-7353
Dollar Value of Contract: \$ 150,000 - 200,000 Contract Dates: 11/2006 to 9/2009
Requirements of Contract: Hazardous Waste Management Serv. (1 of 2 Contractors)
Emergency Response Services (Single Source)

Company Name: San Diego County Regional Airport Authority Contact Name: Paul Manasjan
Address: P.O. Box 82776 Phone Number: 619-990-1767
San Diego, CA 92138 Fax Number: 619-400-2794
Dollar Value of Contract: \$ 3,000,000 term max Contract Dates: 3/2/2007 to 3/1/2010
Requirements of Contract: Hazardous Waste Management Services
Emergency Response Services (Single Source)

Company Name: San Diego Unified Port District Contact Name: Bill Hays
Address: P.O. Box 120488 Phone Number: 619-686-6584
San Diego, CA 92112 Fax Number: 619-686-6467
Dollar Value of Contract: \$ 500,000 per yr Contract Dates: 7/11/2007 to 1/1/2009
Requirements of Contract: Hazardous Waste Management
Emergency Response Services (1 of 2 Contractors)

BIDDER'S STATEMENT OF SUBCONTRACTORS - TSDF

The Bidder is required to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Chemical Waste

Company Name: Waste Management, Inc. Contact Name: John Winwood

Address: 35251 Old Skyline Rd. Phone Number: 562-433-5175

Kettleman Hills, CA 93239 Fax Number: 562-439-5653

Environmental Protection Agency (EPA) I.D. Number and California Certified Unified Program Agency (CUPA) Permit (or equivalent): CAT 000 646 117

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) Violation over the past 3 years? Yes No

If yes, provide details on separate page.

What portion of work will be assigned to this subcontractor: TSDF

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Environmental Protection Agency (EPA) I.D. or California Certified Unified Program Agency License #: _____

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) Violation over the past 3 years? Yes No

If yes, provide details on separate page.

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Environmental Protection Agency (EPA) I.D. or California Certified Unified Program Agency License #: _____

Has your company had any Hazardous Material or Hazardous Waste Regulator Agency(s) Violation over the past 3 years? Yes No

If yes, provide details on separate page.

What portion of work will be assigned to this subcontractor: _____

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, Donald Ostrand, General Manager, certify that my company, Ocean Blue Environmental Services, Inc, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: 6/13/3008

Signature: Donald Ostrand

CITY OF SAN DIEGO
PURCHASING AND CONTRACTING DEPARTMENT

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

This Agreement Between the City of San Diego and Ocean Blue Environmental Services, Inc., is entered into by and between the City of San Diego, a municipal corporation, [CITY] and Ocean Blue Environmental Services, Inc., a California Corporation, [Contractor]. This Agreement describes the hazardous waste routine collection and disposal services and hazardous waste emergency response services the Contractor will be providing the CITY.

RECITALS

WHEREAS, the CITY entered into a Contract #C008200056 dated November 1, 2008 which resulted from solicitation RFB 9075-08 between the City of San Diego and Ocean Blue Environmental Services, Inc., to provide hazardous waste services for routine collection and disposal services and hazardous waste emergency response services, which is on file in Purchasing and Contracting Department. The initial term of the Contract was for one year, beginning November 1, 2008, with options to renew for up to four additional one-year periods.

WHEREAS, The CITY exercised two renewal options with the Ocean Blue Environmental Purchasing Contract #C008200056 with the first renewal option dated November 1, 2009, and the second renewal option dated November, 1 2010.

WHEREAS, the CITY recognizes that hazardous wastes pose an environmental health problem and that a legal means of disposal by the CITY is required for such generated hazardous wastes such as paints, pesticides, solvents, cleaners, and spent odor control carbon that are routinely generated in carrying out CITY responsibilities.

WHEREAS, the CITY recognizes that hazardous wastes are generated during an emergency response incidents at CITY facilities or in the public rights-of-way and that assistance in the clean-up of those released chemicals is needed and a legal means of disposal by the CITY is required for hazardous wastes generated during those response actions.

WHEREAS, the Contractor has provided satisfactory performance during the initial term, and first and second one-year renewal options of the As-Needed Purchasing Contract.

WHEREAS, the As-Needed Purchasing Contract term ends October 31, 2011, and the City wishes to exercise its third renewal option for a one year period and create a formal Agreement.

WHEREAS, Contractor or its subcontractors own and operate licensed treatment, storage, and disposal facilities (TSDFs), own and operate licensed hazardous waste transportation companies, and Contractor and its subcontractors have sufficient staffing and resources for the proper collection, transportation, treatment, storage, and disposal of wastes classified by the State of California as hazardous wastes in accordance with this Agreement.

WHEREAS, the CITY finds the Contractor has the necessary resources and technical expertise to provide hazardous waste routine and emergency response collection and disposal services for the CITY.

WHEREAS, the Contractor is ready, willing, and able to provide hazardous waste routine and emergency response collection and disposal services as desired by the CITY.

NOW, THEREFORE, in consideration of the above recitals and the terms, provisions, conditions, and obligations herein, the CITY and Contractor agree as follows:

AGREEMENT PROVISIONS

A. This Agreement consists of this document and all the documents listed below, which are attached hereto as Exhibits 1-11 and incorporated in full herein, and which together contain all the terms and conditions of this Agreement.

1. The CITY's Request For Bid (Bid) No. 9075-08-A, June 13, 2008, "Furnish the City of San Diego with Hazardous Waste Management Services" (**Exhibit 1**) for:
 - a. All CITY facilities, property, work sites, and clean-up project areas; and
 - b. All CITY right-of-ways.
2. Bid No. 9075-08-A, Addendum A, June 27, 2008 (**Exhibit 2**)
3. Bid No. 9075-08-A. Addendum B, June 27, 2008 (**Exhibit 3**)
4. Ocean Blue Environmental's Response to Bid No. 9075-08-A, June 26, 2008 (**Exhibit 4**) in response to the Bid for the service components requested including, but not limited to Ocean Blue Environmental's:
 - a. List of Subcontractors (**Exhibit 5**);
 - b. List of Transporters (**Exhibit 6**);
 - c. List of Treatment, Storage, and Disposal Facilities (TSDFs) (**Exhibit 7**);
 - d. Price Proposal (**Exhibit 8**);
5. Bid No. 9075-08-A, Contract #C008200056-0, dated November 1, 2008 (**Exhibit 9**);
6. CITY correspondence dated February 17, 2009 to Ocean Blue Environmental regarding clarification of labor rates for overtime and double time charges (**Exhibit 10**);
10. Ocean Blue Environmental Correspondence received June 19, 2009 regarding clarification on standard drive time charges to job sites (**Exhibit 11**).

B. ADD New Agreement Provisions

1. Agreement Terms

The Term of this Agreement shall be for twelve (12) months beginning November 1, 2011 through and including October 31, 2012. This Agreement shall be effective on the date executed by the last party to sign it.

2. Total contract amount which includes all remaining renewal options cannot exceed \$2,000,000.

3. EOCB Work Force Report

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or 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. Contractors are required to provide a completed *Work Force Report*.

4. Equal Benefits

This Agreement is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the SDMC. In accordance with the EBO, the Company shall certify that it will provide and maintain equal benefits as defined in SDMC §22.4302 for the Term of this Agreement. [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of this Agreement [SDMC §22.4304(e)]. Company must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

Company also must give the City access to documents and records sufficient for the City to verify the Company is providing equal benefits and otherwise complying with EBO requirements. The full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

This Agreement including all of the Exhibits incorporated into this Agreement constitute the entire understanding between the CITY and the Contractor with respect to the subject matter and transactions contemplated by this Agreement. This Agreement including all the Exhibits incorporated into this Agreement supercede any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the CITY and the Contractor each have caused their duly authorized representative to execute this Agreement. This Agreement is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. _____ authorizing such execution, and by the Contractor acting by and through its duly authorized representative.

Ocean Blue Environmental Services, Inc.

City of San Diego,
A Municipal Corporation

By: _____

By: _____

Name: _____

Hildred Pepper
Director, Purchasing and Contracting

Title: _____

Date: _____

Date: _____

I HEREBY APPROVE the form and legality of the foregoing Second Amendment to the Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., this _____ day of _____, 2011.

JAN GOLDSMITH, City Attorney

By: _____

Grace C. Lowenberg
Deputy City Attorney

LIST OF EXHIBITS

- Exhibit 1: Request For Bid No. 9075-08-A, June 13, 2008,
“Furnish the City of San Diego with Hazardous Waste Management Services”
- Exhibit 2: Bid No. 9075-08-A, Addendum A, June 27, 2008
- Exhibit 3: Bid No. 9075-08-A, Addendum B, June 27, 2008
- Exhibit 4: Ocean Blue Environmental Response to Bid No. 9075-08-A, June 26, 2008
- Exhibit 5: Ocean Blue Environmental - List of Subcontractors
- Exhibit 6: Ocean Blue Environmental- List of Transporters
- Exhibit 7: Ocean Blue Environmental- List of Treatment, Storage, and Disposal Facilities
- Exhibit 8: Ocean Blue Environmental 2011-2012 Price Proposal
- Exhibit 9: Bid No. 9075-08-A, Contract #C008200056-0, dated November 1, 2008
- Exhibit 10: CITY correspondence dated February 17, 2009 clarifying labor rates for overtime and double time.
- Exhibit 11: Ocean Blue Environmental Correspondence received June 19, 2009 regarding clarification on standard drive time charges to job sites.



THE CITY OF SAN DIEGO

June 18, 2010

VIA FACSIMILE TO (619) 294-6743

Mr. Donald Ostrand, President
Ocean Blue Environmental Services,
3110 Hancock Street
San Diego, CA 92110-4415

Dear Mr. Ostrand:

Subject: Bid No. 9075-08-A — Hazardous Waste Management Service

The above contract expires on October 31, 2010; however, you offered the City an option to renew the contract for an additional one (1) year period beginning November 1, 2010, through October 31, 2011. You may be entitled to an increase based on the Consumer Price Index (CPI) and the Living Wage Ordinance (LWO). **Please fax this letter to me with your response at (619) 533-3237 no later than July 2, 2010.**

Effective with this renewal, the contract is subject to the City's LWO as set forth in the Municipal Code, Chapter 2, Article 2, Division 42. Covered employers must follow all Rules Implementing the LWO including: payment of wages to covered employees of \$11.00 per hour; a health benefit equal to \$2.20 per hour; 10 compensated days off; and 10 uncompensated days off each year. Additionally, covered employers must submit a completed LWO Certification of Compliance. Rules and forms can be found on Purchasing & Contracting Department's Vendor Info webpage at <http://www.sandiego.gov/purchasing/>.

Usually, the City does not grant an increase greater than the CPI, currently 0% for the San Diego region. However, due to implementation of the LWO, if sufficient justification is submitted the City may grant a larger increase. Regardless of the amount, supporting documentation must clearly justify a requested increase and must include: current hourly wages paid to employees with overhead; revised wages with overhead; and any other increases necessary to perform work under the terms of this contract. After evaluation, the City reserves the right to accept or reject the requested increase.



Purchasing & Contracting Department
Business Office & Support Services

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Tel (619) 236-6000 Fax (619) 236-5904

Page 3
Bid No. 9075-08-A
Mr. Donald Ostrand
June 18, 2010

City's Insurance Requirements: Please take the attached insurance requirements into consideration when reviewing your option to renew the above referenced contract. If you have questions regarding your current insurance coverage, you may contact the Purchasing & Contracting Department Insurance Coordinator at (619) 236-6254.

If you have questions regarding the above, call Bill Broderick, CPPB at (619) 236-6653.

Sincerely,



Yukiko Kawai
Contracts Processing Clerk

Enclosures

LIVING WAGE ORDINANCE CERTIFICATION OF COMPLIANCE



Send form to:

CITY OF SAN DIEGO
LIVING WAGE PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 236-6682 Fax (619) 533-3240

COMPANY INFORMATION

Company Name: Ocean Blue Environmental Services, Inc.
Company Address: 3110 Hancock St, SD CA 92110
Company Contact Name: Donald Ostrand / Cherisse Patterson Contact Phone: 619-294-6682

CONTRACT INFORMATION

Contract Number (if no number, state location): 4075-08-A Start Date: 8/2008
Contract Amount: \$500,000 End Date: 10/2013
Purpose/Service Provided: Hazardous Waste Management Services

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance (LWO) must comply with all applicable provisions of the LWO unless specifically approved for an exemption. The basic requirements of the LWO obligate contractors and subcontractors to:

- (a) Pay covered employees a wage no less than the minimum initial compensation of \$11.00 per hour (adjusted annually on July 1).
- (b) Provide covered employees a health benefit of \$2.20 per hour (adjusted annually on July 1) or, if any lesser amount is applied toward a health plan, to add this difference to the hourly wage rate as cash payment.
- (c) Provide a minimum of 10 compensated days off per year for vacation, sick leave, or other personal need at the employee's request and provide 10 additional uncompensated days off for personal or family illness when accrued compensated days off have been used.
- (d) Inform all covered employees of their possible right to Federal Earned Income Tax Credit within 30 days of contract start.
- (e) Permit access for authorized City representatives to work sites and relevant records to review compliance with the LWO.
- (f) Maintain wage and benefit records for covered employees for 3 years after final payment.
- (g) Prohibit retaliation against any employee who alleges non-compliance with the requirements of the LWO.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withhold of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Donald Ostrand

Name of Signatory

Project Manager

Title of Signatory

Donald Ostrand

Signature

6/29/2010

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:

Page 2
Bid No. 9075-08-A
Mr. Donald Ostrand
June 18, 2010

Acceptance of an option to renew must be confirmed in writing by the City before it becomes valid. Please note that this letter **does not** constitute an award of the contract.

Do you agree to renew the contract per the option clause for one (1) year under the current terms and conditions incorporating the requirements of the Living Wage Ordinance?

No

Yes - LWO Certification of Compliance attached.

If yes, specify percentage of increase requested for this option year:

0 % - Justification for requested increase attached.

Please have your authorized company representative sign below.

Signature of authorized representative: Donald Ostrand

Print/type signer's name and title: DONALD OSTRAND PROJECT MANAGER

Phone number: (619) 294-6682 Fax Number: (619) ~~294-6733~~ 294-6743

Date: JUNE 29th, 2010

Insurance/Other Requirements

Our records reflect the following coverages on file and expiration dates.

1. Commercial General Liability (EXPIRES July 1, 2010) must be for a minimum of \$2,000,000.00 Each Occurrence. Renewal Certificate Required.
2. Automobile Liability insurance coverage (EXPIRES July 1, 2010) must be for a minimum of \$2,000,000.00 CSL. Renewal Certificate Required.
3. A Workers' Compensation policy is required (EXPIRES July 1, 2010) and must contain a waiver of subrogation of rights against the City of San Diego. **Renewal Certificate Required.**
4. Pollution Liability insurance coverage (EXPIRES July 1, 2010) must be for a minimum of \$10,000.00 CSL. Renewal Certificate Required.
5. Business Tax Certificate: On file. Any firm engaged in doing business in the City of San Diego is required to obtain a Business Tax Certificate. Visit <http://www.sandiego.gov/treasurer/business-tax/index.shtml> for instructions.

Client#: 42164

30CEABLU

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/09

PRODUCER

Willis Ins Services of CA, Inc
4250 Executive Square, Suite 250
La Jolla, CA 92037
858-678-2000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Ocean Blue Environmental Services, Inc.
825 West Esther Street
Long Beach, CA 90813

INSURERS AFFORDING COVERAGE

INSURER A: Nautilus Insurance Co	NAIC # 17370
INSURER B: Great Divide Insurance Co	25224
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ECPO151093010	08/03/09	07/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA. OCCURRENCE) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & AD/ INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS 90	BAP151147910	08/03/09	07/01/10	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	FFX151148010	08/03/09	07/01/10	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$Follow Form \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA151147810 USL&M Incl	08/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		Other Pollution	ECPO151093010	08/03/09	07/01/10	\$1,000,000
A		Professional Liab	ECPO151093010	08/03/09	07/01/10	\$1,000,000 \$50,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: All Operations of Named Insured
The City of San Diego, its respective elected officials, officer, employees, agents and representatives are named as additional insured as respects the General & Auto Liability per the attached policy forms.
(See Attached Descriptions)

CERTIFICATE HOLDER

City of San Diego
Purchasing & Contracting Department
1200 Third Ave Ste 200
San Diego, CA 92101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Michael J. Chang

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Coverage is primary and non-contributory. Waiver of Subrogation applies to the Workers Compensation.

*10 Day Notice for Non Payment of Premium.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED - BLANKET - COVERAGE A & B

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

Section III - Who is an Insured is amended to include as an insured, with respect to Coverage A and B, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the occurrence giving rise to the claim or suit for which the person(s) or organization(s) seeks coverage.

Such additional insured status applies only:

1. With respect to your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
2. With respect to your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard, only when required by the written contract or written agreement.

With respect to damages caused by your work, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.



This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Bid No. 9075-08-A

Revised Bid Closing Date: June 27, 2008
@ 3:00 p.m.

Bids for furnishing the City of San Diego with **Hazardous Waste Management Service.**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. **The bid closing date has been changed from June 13, 2008 @ 3:00 p.m. to June 27, 2008 @ 3:00 p.m.**
2. *Delete* the original Request for Bid cover page and *replace* with the attached Addendum A Bid cover page.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Pearl Adams, CPPB
Procurement Specialist
(619) 533-6289

June 11, 2008

PA/cen



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 9075-08-A

REQUEST FOR BID

Closing Date: June 27, 2008
@ 3:00 pm P.S.T.

ADDENDUM A

Subject: Furnish the City of San Diego with Hazardous Waste Management Service

Timeline: As may be required for a period of one (1) year from date of fully executed contract, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Note: Recommended Pre-Bid Conference – See Page 27 for Details

License(s) Required: Various – See Pages 28 and 29 for Details

Company _____

Name _____

[PRINT OR TYPE]

Federal Tax I.D. No. _____

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

**Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

E-Mail _____

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No

If Yes, under what Permit # _____

Cash discount terms _____ % _____ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

City of San Diego Business Tax License #: _____

State delivery time required: _____ days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Beginning January 1, 2008, all bidders must complete the Vendor Registration Form. Eventually, this form will also be available for on-line submittal.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

PEARL ADAMS/cnn, Senior Procurement Specialist

Phone: (619) 533-6289

Fax: (619) 533-3228

E-mail: PAdams@sandiego.gov

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM B

Bid No. 9075-08-A

Bid Closing Date: June 27, 2008
@ 3:00 p.m.

Bids for furnishing the City of San Diego with **Hazardous Waste Management Service.**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Delete the original page 5 and replace with the attached Addendum B page 5. (NOTE: (Pricing page 5, item 5 has been added.)
2. Delete the original page 8 and replace with the attached Addendum B page 8. (NOTE: (Pricing page 8, item 17 has been added.)
3. Delete the original page 14 and replace with the attached Addendum B page 14. (NOTE: (Pricing page 14, item 43 has been added.)
4. Delete the original page 42 and replace with the attached Addendum B page 42. (NOTE: (Section IV, paragraph B, item 3.a.(2a) has been changed and 3.a.(2b) has been added.)
5. Add a seven (7) page "Questions and Answers". (NOTE: These Questions and Answers are being provided for informational purposes only and are not part of any resulting contract from this Bid.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Pearl Adams, CPPB
Procurement Specialist
(619) 533-6289

June 13, 2008

PA/cen

II. PRICING PAGE

SCHEDULE I – EMERGENCY RESPONSE RATE SCHEDULE FOR LABOR AND MATERIALS

A. LABOR FEES

Item No.	Est. Qty.	U/M	Description	Hourly Rate Unit Cost	Extension
1.	1	HR	Field Chemist Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
2.	1	HR	Field Technician Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
3.	1	HR	Driver (Class A) Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
4.	1	HR	Emergency Response Foreman Overtime List Rate: _____ Overnight per diem rate: _____	\$	\$
5	1	HR	*The percent of reduction in pricing for same day service to be applied to all Labor pricing: _____%		\$
TOTAL SECTION A:					\$

***Note: Item No. 5 is for informational purposes only and will not be factored into the evaluation of the bid.**

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
15.	1	DY	Boom Lift	\$	\$
16.	1	DY	Ventilation Fan	\$	\$
17.	1	HR	*The percent of reduction in pricing for same day service to be applied to all Equipment pricing: _____%		\$
TOTAL SECTION C:					\$

***Note: Item No. 5 is for informational purposes only and will not be factured into the evaluation of the bid.**

B. INSTRUMENTATION

Note: Any use of instrumentation and field chemical identification kit during hazardous waste packaging component of service is to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	EA	Organic Vapor Analyzer (PID)	\$	\$
2.	1	EA	Three Gas Meter (Combustible Gas, oxygen indicator, hydrogen sulfide)	\$	\$
3.	1	EA	Field Chemical Identification kit (HazCat)	\$	\$
TOTAL SECTION D:					\$

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
40.	1	GL	Poison Liquids, Lab Pack, 30 gallon container	DI	\$	\$
41.	1	GL	RCRA Solid , Debris with heavy metals, bulk, 5 gallon container	DI	\$	\$
42.	1	GL	RCRA Solid , Debris with heavy metals, bulk, 55 gallon container	DI	\$	\$
43.	1	HR	*The percent of reduction in pricing for same day service to be applied to all Disposal pricing: _____%			\$
TOTAL SECTION F:						\$

***Note: Item No. 5 is for informational purposes only and will not be factored into the evaluation of the bid.**

TERMS:

Alt Fuel = Alternative Fuel for Destructive Incinerator

DI = Destructive Incineration

HW Landfill = Class I Hazardous Waste Landfill for Solid Wastes

Recon = Reconditioning of Drums for Reuse of the Drum

Recycle = Reuse of the Waste to Produce New Products (Disposal Codes)

Treat = Treatment prior to discharge to sewer (Liquids), Hazardous Waste Landfill (Solids) or other designated treatment method rendering the Waste Non-Hazardous

* Destructive Incineration pricing can be substituted if recycling, reconditioning, or alternative fuel option listed is not available.

** Destructive Incineration pricing can be substituted if neutralization or treatment option listed is not available

a. Containerized Abandoned Hazardous Waste

(1) The Contractor shall have in San Diego County adequately trained and experienced staff, and adequate equipment and materials to respond to a request for Emergency Service seven days a week including holidays and during any part of a 24 hour day at the response times indicated below in item b.6.

(2a) Identify, sort, spot test, and Lab Pack containerized hazardous waste into an appropriate container size that is most cost effective for disposal. On a case by case basis, the containerized waste (5 gallon size or smaller) may not be pre-screened by the Fire Department Hazardous Materials Team.

(2b) "Same Day" Emergency Response Service scope of work covers hazardous materials containers 5 gallon or less in size that have been pre-screened/identified by the Fire Department. The Fire Department requires the contractor to respond and pick up the waste on the same day the request is made to the Contractor. Fire Department will make "Same Day" Emergency Response requests Monday – Friday from 7:00 a.m. through 4:00p.m. The hazardous waste containers shall be removed from the designated location by 6:00 pm the same day the pick up request is made to the Contractor.

(3) Label, load, transport, and dispose of the packaged Hazardous Waste as specified by the City approved disposal method to a City pre-approved disposal facility. Prepare all required disposal documentation for City staff signature and provide appropriate copies to the City at the time of transport.

(4) Clean up any chemicals that leaked or dripped from the containers and properly package the absorbent materials for hazardous waste disposal.

(5) The City may request pricing and hazardous waste management services for other containerized hazardous waste types not included on the Pricing Page. When requested, the Contractor will prepare a Supplemental Pricing List for any additional hazardous waste types that can be managed by the Contractor. The Supplemental Pricing will include all the same pricing instructions as for those hazardous wastes listed on the Pricing Page and described in this bid.

b. Non-Containerized Hazardous Waste

(1) The Contractor shall have in San Diego County adequate and experienced staff and adequate equipment and materials to respond to a request for Emergency seven days a week including holidays, and during any part of a 24 hour day at the response times indicated below in Item 6.

(2) Identify, collect, and clean via pumping, vacuuming, absorbing, sweeping, digging or other appropriate means non-containerized hazardous waste from streets, gutters, storm drains, above and below ground tanks, vaults, secondary containment structures, or other requested areas, and place into a proper container most cost effective for disposal.

(3) Confined space entry may be required for some projects.

Bid No. 9075-08-A
Questions and Comments

Additional questions came up at the Pre-bid meeting held on May 28, 2008 and other questions were submitted before the June 6, 2008 deadline. A list of the questions/issues are listed below with answers given per the City staffs understanding of the questions.

Question 1: Can a bidder partner with another company to submit a comprehensive bid, where the bidder does the routine portion of the contract and the subcontractor or multiple subcontractors completes the ER portion of the bid.

Answer 1a: The intent in writing the contract with separate sections was to have the Routine and ER components to be review and evaluated separately and possibly be awarded separately. The bidder would be required to have the staffing to complete greater than 50% of the work by their company for each component (Pg 51 of the bid doc). Subcontractors could be included to support each component, but would not do the majority of the work in each component. It is the City's view the responsibility is diluted if subcontractors take on the majority of the work...each will have different contact, procedures for waste acceptance, profiling, invoicing, etc. which makes it much more complicated on a daily basis for city staff.

Answer 1b: The Fire Department representative noted in the meeting the expectation that when hazardous materials are found in the rights-of-way it may only require "Same Day" Emergency Response Service and not be classified as a strict Emergency Response with a 1 hour response time..

An Amendment to include "Same Day" Emergency Response Service has been added to the Emergency Response scope of work (see Addendum Page 42).

Question 2: I am confused as to the format the City is requiring for Bidders to price the disposal portions of Schedules I and II (pages 10-14 and 21-25 respectively). Section IV.D.2. (Pricing Instructions) is not clear on this either. For those items that the "Description" column lists as being in 5-gallon, 55-gallon, and 30-gallon drums, as well as in cubic yard boxes, do you want a per container price based on the size of the container listed in the "Unit Cost" column? The "U/M" column has either GL or Ton listed; and the "Est. Qty." column is always 1. That would then imply that we are to give you a per-gallon or per-ton rate in the "Unit Cost" column; and then provide that same number again in the "Extension" column. What is the correct rate format that you would like to see in the "Unit Cost" and "Extension" columns?

Answer 2: Yes, we want in the Unit Cost Column an all inclusive disposal price for the container size listed in the description for the waste type listed per the disposal method listed. The unit of measure in GL (gallons) listed in the disposal pricing tables was inserted to add clarity that the container sizes were in gallons and not pounds or other unit of measure.

Example: Disposal Pricing on page 21, Routine/Scheduled Hazardous Waste Disposal Service Table M. Item 1 requests pricing for the disposal of a 5 gallon container of corrosive aerosol cans using the destructive incineration method. The unit price will be all inclusive as noted in the disposal pricing instructions for the handling and disposal of the 5 gallon container of corrosive aerosols and the extension pricing will be the same since the extension is just for 1 (one) container as noted in the Estimate Quantity column.

Look at the description to determine the container size that will be applicable to the all inclusive unit pricing for the waste type listed.

Bid No. 9075-08-A
Questions and Comments (cont.)

Question 3: Page 4, Section I.B. states, “All Labor hourly rates must include minimum personal protective gear required to respond to a request for service up to and including Level C...” However, Item 1 under Equipment for Schedules I and II (pages 7 and 17 respectively) lists “Level B-Level C gear...” Should those items only be for Level B gear; or do we not include the cost of Level C personal protective equipment in our labor rates?

Answer 3: The labor rates are to include the basic level C personal protective gear costs that staff may need when responding to any type of service request. We included in the equipment schedule an opportunity for pricing for Level B and Level A person protective gear pricing per person on the rare occasion that this level of personal protective gear would be needed on a job.

I apologize for any confusion caused by trying to describe the minimum expectation of what level B personal protective gear would include: Level B would be at a minimum, Level C type equipment with the suit being of a specialized material resistant to the chemical present on the job and supplied air being required.

Question 4: On page 15, is the Emergency Response Foreman listed in Schedule II’s labor table a typo?

Answer 4: Yes, the listing on page 15 “Emergency Response Foreman” under the Routine/Scheduled Hazardous Waste Services Rate Schedule is a typo. The listing should say “Foreman/Supervisor” under the Routine/Scheduled Hazardous Waste Services Schedule.

Question 5: In Section IV.B.3.c.(4)-(5) on page 43, please clarify what emergency response request that the City will need a response within (1) hour 90% of the time; versus “...all other City requests for Emergency response service” that require the Contractor onsite within (2) hours 100% of the time.

Answer 5: To clarify Section IV.B.3.c.(4)-(5) on page 43,

Item c (4) states the contractor will be at the incident site ready to perform the necessary emergency response services within one (1) hour of the City’s initial request call 90% of the time and within two (2) hours of the initial request call 100% of the time for Fire Department requests for assistance.

Explanation: The Fire Department responds to incidents on the rights-of-way where chemicals may be released to the ground or containerized waste require immediate removal to maintain public safety. The Fire Department needs a quick response from the contractor so the Fire trucks and equipment assigned to the incident can be released back into service ready for another emergency call.

Fire Department requires the contractor to arrive at the incident scene within 1 hour of their call 90% of the time. Knowing there are situations that can prevent that 1 hour response time, Fire has allotted 10% of the time the contractor would still be considered delivering satisfactory performance if arrival was within a 2 hour timeframe from the initial call. The expectation is there would be communication between the contractor and Fire, where the contractor is explaining the circumstances for late arrival so the Fire Department at the scene does not determine the contractor to be non-response and contact the Back up Emergency Response Contractor.

Bid No. 9075-08-A
Questions and Comments (cont.)

Item c (5) states the contractor will be at the incident site ready to perform the necessary emergency response services within two (2) hours of the City's initial request call 100% of the time for all other City requests for Emergency Response.

Explanation: Other emergency response activities occur at City facilities or City work sites. When other City departments other than Fire contact the Contractor for emergency response service a two (2) hour response time is expected 100% of the time. The expectation is there would be communication between the contractor and the City Department, where the contractor is explaining the circumstances for a late arrival so the City Department at the location does not determine the contractor to be non-response and contact the Back up Emergency Response Contractor.

The RFB notes on page 43-44 that a lack of notice of a late arrival and/OR arrival time is in excess of one (1) hour from the Expected arrival time would be considered unsatisfactory performance. Additionally, the City will call the next approved Contractor able to carry out the Emergency Response per the description noted on c. (7) listed on page 44.

Question 6: A question regarding the pricing sheets - An example is item # 8, estimated qty is 1, u/m being gallon the description states corrosive liquid,(Ferric or Ferrous Chloride solution), bulk, (vaccum truck or storage container costs separate) Are you asking for the price to dispose of one gallon of this waste stream? It is confusing because it mentions bulk as well as vaccum truck? Also can you clarify for me what the (extension) is on the pricing sheets?

Answer 6: We want separate pricing for the costs of the equipment versus the costs for disposal of the corrosive liquid.

Item #8 on page 11 of the RFB is requesting the cost for disposing of 1 gallon of a Corrosive Liquid (Ferric or Ferrous chloride solution) through a treatment method or, if none is available, through destructive incineration. The corrosive liquid would be in a bulk quantity delivered by a vacuum truck or baker type tank to the treatment facility. The Unit Cost in this case is the same as the extension cost since the unit of measure is 1 gallon.

The pricing for the use of the vacuum truck or baker tank that would be carrying the corrosive liquid would be listed on the Vehicles Table E, page 9 of the RFB. The costs for the person driving the equipment to the site would be listed in the Labor Table on page 5.

If you are bidding on both the Emergency Response and Routine/Scheduled hazardous waste sections, this same explanation applies to the Routine/Scheduled hazardous waste section.

Question 7: Would you please provide concentrations for the following bulk waste streams: Ferric and Ferrous Chloride Solution, Sodium Hydroxide Solution, and Hypochlorite Solutions?

Answer 7: Ferric Chloride and Ferrous Chloride solutions range can be from 1%-50%, Sodium Hydroxide solution range can be from 1%- 50%, Hypochlorite solutions range can be from 1%-25%.

Bid No. 9075-08-A
Questions and Comments (cont.)

Question 8: Given the extensive nature of the RFP, would it be possible to extend the bid due date out until June 20th for all parties intending to participate?

Answer 8: Yes, the department staff and Purchasing & Contracting concur that the bid closing date needs to be extended. The new bid closing date is June 20, 2008, at 3:00 pm.

Question 9: Is the City of San Diego open to modifications of the general provisions listed in the RFP and on-line?

Answer 9: Since no particular modification was noted in the question this general comment is being made. The General Provisions are administrative policies that govern how the City of San Diego and the Purchasing & Contracting Department will conduct and implement purchasing policies. A modification to the General Provisions would take the review of the City Attorney Office and Chief Operation Officer.

Question 10: The RFP states that a Faithful Performance Bond MAY be required. Can you confirm if it WILL be required or not?

Answer 10: No Faithful Performance Bond will be required for this bid.

Question 11: Can we list "minimums" in the pricing? (i.e. A four hour minimum labor charge per emergency response)?

Answer 11: A bidder may submit any requirements they deem necessary to perform their service. However, the Evaluation Committee will be reviewing and comparing these special requirements with all bidders requirements to analyze which bid is in the best interest of the City.

Question 12: Can we get a copy of the incumbents pricing?

Answer 12: Yes, the old Pricing Agreement and an excel table with the present pricing for is attached.

Question 13: The bid is no longer available for download online? Is this a technical issue?

Answer 13: The City of San Diego Integrated System Operator was notified of problem. The correction was made the next day and the website download was back on line.

Question 14: On the Vehicle forms; can we attach a list of our available equipment instead of putting equipment on the City Form? I.E. see attached equipment list?

Answer 14: The equipment listings are acceptable to come in various formats as long as the format has the information required on the RFB form. Most importantly, the equipment listing must have a reasonable description of the type of equipment so the review panel can understand the equipment types listed. The equipment listing should not be listed in a coding that only is meaningful to their bidder.

Purchasing & Contracting Department is okay with accepting equipment listing on the bidders form, as long as the bidder submits the Available Equipment form with a notation stating, "see attached equipment list".

Bid No. 9075-08-A
Questions and Comments (cont.)

Question 15: Under the freedom of information act I am requesting a copy of the current pricing for this contract. I would like a copy of the sign in sheet and can you let me know the concentration levels of the sodium hypochlorite, sodium hydroxide and ferrous chloride solutions.

Answer 15: See Answer 7

Question 16: Can bidders choose to not bid on particular line items in Schedules I and II?

Answer 16: Yes, however the evaluation committee will review and award what will be in the best interest for the City.

Question 17: Can we bid Routine/Scheduled Hazardous Waste in section M only and not Emergency Response in section F?

Answer 17: See Answer 4

Question 18: In the Pricing section G.4. Why is an ER foreman included under Routine section? Should this be Project Supervisor instead?

Answer 18: Yes

Question 19: Can we enter Case By Case (CBC) as a unit cost? For example in section K. 9. there could be various types of other equipment w/ variable rates. If we do enter CBC, How will this affect the evaluation since CBC can not be extended?

Answer 19: We are requesting firm pricing for equipment pricing. On Table K: Vehicles listed on page 19, Item 9: Other Equipment is a typo and should be deleted. The Contractor may include pricing for other vehicle types in Supplemental Pricing.

Question 20: Should Pricing section M on page 21 include the same notes as section F on page 10?

Answer 20: Yes...Details for Disposal Pricing are included in the pricing directions within the RFB.

Question 21: In Pricing section many U/Ms are listed as GL in Sections F, L and M, shouldn't these be per DRUM except for the few disposal items that are for bulk liquid disposal?

Answer 21: See Answer 2

Question 22: Should all disposal taxes and fees (such as State and County fees & taxes) be included in the disposal rate for drums/non bulk containers?

Answer 22: Yes

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Question 23: The notes in Pricing Section G conflict with the instructions on pg 56. Is labor to pickup waste supposed to be included in Disposal rates or not? Note- instructions on page 56 section 3.b. do not mention including labor charges yet page 15, section G says labor should be included in disposal pricing.

Answer 23: Labor pricing requested in Table G for Routine/Scheduled Hazardous Waste services is for other tasks that may be asked of the contractor, other than picking up containers of hazardous waste. Routine/Scheduled tasks listed in the RFB that require labor rates are listed on page 36, Item b Non-Containerized Hazardous Waste.

Question 24: How many drums and what types of waste are most common in an average drum pick-up under the Routine Services?

Answer 24: The average Routine/Scheduled Services drum pick up at a City facility can range from 1 five gallon container to 5 or 6 fifty-five gallon containers and any combination in between. Multiple city facilities are typically serviced one day a week. The types of hazardous wastes collected at each facility vary due to the services provided at the facility. The types of wastes commonly disposed of were the waste types chosen for price evaluation.

Question 25: Can you please confirm all drum disposal pricing in sections F and M shall include the cost of the drum and drum delivery when applicable?

Answer 25: Yes, the container and delivery charges are to be included in the disposal pricing as specified on page 56, item 3b and on page 59, item 4b.

Question 26: Will labor and vehicle costs in the Emergency Response section be billable on a portal to portal basis?

Answer 26: As specified on pg 55, Item i, j and k; a base location in San Diego County will be established to determine portal to portal timeframes for labor and equipment. The City and contractor will agree on an average expected hour(s) and/or portion of hour to travel from the base location to any location within the City of San Diego. This agreed upon average time will be used for invoicing purposes for the portal to portal timeframe. This average portal to portal timeframe plus the time spent at the worksite will constitute the invoicing charging time for labor and/or equipment at the site. See item k for any exceptions.

Question 27: Should all lab pack pricing in section M include the labor and packaging materials costs associated with the lab packing activities in the unit cost?

Answer 27: In Table M: Routine/Scheduled Hazardous Waste Disposal, the pricing must include all labor and packing materials to lab pack containers, when needed, as noted on page 15, Table G: Labor Fees (Notes) and on page 56, Section 3 b.

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Question 28: Will all the lab packing activities be performed by the Contractor?

Answer 28: Yes, the contractor will have lab packing responsibilities. Lab packing activities are not needed on a weekly basis for routine/schedule activities. Typically City staff has a bulk item or like waste types and has been trained to properly package the items in the identified container. The contractor would have notice if multiple containers of like materials require Lab Packing activities. On most occasions, the containers will be amassed in one location and may be pre-sorted for packaging. For Emergency Response activities, the contractor will be expected to package all hazardous waste generated.

Questions 29: In section F, item 14 and section M, items 15 and 21, when the City uses the term “cubic yard bin” is this referring to various sized metal roll off containers or to a disposable one cubic yard flexbin(AKA- triwalls or cubic yard boxes)?

Answer 29: In section F, item 14 and section M, items 15 and 21, we need pricing for Cubic Yard bins which are various sized metal roll off containers.