



# CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

FILED

**Bid Number: B081181050**

JAN 30 2008

By The  
Office of The City Clerk

## INVITATION FOR BID And Contract Specifications

**FOR: TRASH AND DEBRIS ABATEMENT SERVICES**

***Bids Must Be Received Prior To 2:00 P.M. on January 30, 2008***

**Bids Must Be Submitted To:** City Clerk's Office  
P.O. Box 122391  
Sacramento, CA 95812-2391

Pre-Bid Conference:

Mandatory:  Yes  
 No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:**

(Bidder to complete the following information)

Name of Bidder: Zero Waste Solutions

Address: P.O. Box 1485

City, State, Zip Code: Newark, CA 94560

Phone Number: (510) 461-1433

Email Address: info@zerowastesolutions.com

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B081181050

FOR SERVICES/SUPPLIES: TRASH AND DEBRIS ABATEMENT

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Zero Waste Solutions  
ADDRESS: P.O Box 1485 Newark CA 94560  
PHONE #: (916)461-1433 FAX #: (916)581-8741 E-MAIL: info@zerowastesolutions.com  
STATE TAX I.D. #: 265307 FED. TAX I.D. #: 51-0515734

City of Sacramento Business Operation Tax Certificate #: \_\_\_\_\_  
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one):  Individual/Sole Proprietor  Partnership  
 Corporation  Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

BY: (signature of authorized person) SSJL  
PRINT NAME: Shavila Singh  
TITLE: CEO

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on

Bid Bond Required: [ X ] No; [ ] Yes - Amount: \$ \_\_\_\_\_

Received: [ ] Cashiers or Certified Check drawn on a California bank; [ ] Surety Bond

\_\_\_\_\_  
City Clerk/Procurement Services Manager

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: \_\_\_\_\_

Contract Not-to-Exceed Amount: \$ \_\_\_\_\_

Award Date: \_\_\_\_\_

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager  
(Or Authorized Designee)

\_\_\_\_\_  
City Clerk

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**A. ITEMS REQUIRING BIDDER RESPONSE**

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

**1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City’s contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Procurement Division, at (916) 808-6747.

**A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES – our firm is certified by the City of Sacramento as a small business enterprise.
- NO -our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number  
\_\_\_\_\_.

**B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as an emerging business enterprise? Check the appropriate block below:

- YES - our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number:  
\_\_\_\_\_.

**2. LOCAL BUSINESS SALES/USE TAX DEDUCTION**

The Sacramento City Code requires the City to identify those bids that are subject to the City’s local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of

bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? \_\_\_ Yes; or  No

If the answer to Question #1 is "Yes":

- 1) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

\_\_\_\_\_  
\_\_\_\_\_

Specify: fixed office location or distribution point(s): \_\_\_\_\_

- 2) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: \_\_\_\_\_

**3. PAYMENT DISCOUNT**

Will you offer a prompt payment discount? Yes  or No  (Net 30 days)

If Yes, the Payment Discount is 1 % for payment within 5 calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

DATE BID OPENED	<u>1-30-08</u>
EMPLOYEE INITIALS	<u>V.M.</u>
MARK ONE BOX FOR EACH ITEM ONLY	
<b>BID SECURITY</b>	
<input checked="" type="checkbox"/>	<b>NONE REQUIRED</b>
<input type="checkbox"/>	<b>PROPERLY SIGNED</b>
<b>BID DEPOSIT TYPE</b>	
<input type="checkbox"/>	<b>BID BOND</b>
<input type="checkbox"/>	<b>CALIF. BANK CASHIER'S CHECK</b>
<input type="checkbox"/>	<b>CERTIFIED CHECK</b>
<input type="checkbox"/>	<b>CASH</b>
<input type="checkbox"/>	<b>CALIF. BANK MONEY ORDER</b>
<b>AFTER AWARD OF BID</b>	
<input type="checkbox"/>	<b>SECURITY RETURNED</b>
<input type="checkbox"/>	<b>SECURITY ACCEPTED</b>
EMPLOYEE INITIALS	_____
DATE	_____



**SECTION III – BIDDER RESPONSE DOCUMENTS**

**H. DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Zero Waste Solutions  
 Name of Contractor  
P.O. Box 1455 Newark CA 94860  
 Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I will provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the

City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

*SSJ*

\_\_\_\_\_  
Signature of Authorized Representative

*1/29/08*

\_\_\_\_\_  
Date

*Shavita Singh*

\_\_\_\_\_  
Print Name

*CEO*

\_\_\_\_\_  
Title

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**I. DECLARATION OF COMPLIANCE  
Living Wage Ordinance**

Name of Contractor: Zero Waste Solutions

Address: P.O. Box 1485, Newark, CA 94560

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.
3. If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more.
4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.
6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.
8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

  
Signature of Authorized Representative

Date: 1/29/08

Print name: Shavita Singh

Title: CEO

**SECTION III -- BIDDER RESPONSE DOCUMENTS**

**J. PRICING SCHEDULE**

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

Trash and Debris Abatement  
B081181050

in the City and County of Sacramento, California.

The City of Sacramento intends to select three On-Call contractors to provide code enforcement abatements. Any contract(s) resulting from this Bid shall be effective for a period not to exceed one year from the date of award. This contract may be extended on a year-to-year basis; however, in no case shall the renewal extend beyond three (3) years from date of the award of the original contract. The Contactor shall be capable of performing all code enforcement abatements and related services as outlined in the Technical Specifications and in conformance with the contract contained herein.

1. All bids shall be based upon the scope of work as described in the Technical Specifications.
2. The work to be done in strict conformity with the Contract Documents.

Item	Hourly Rates	
	(8:00 am to 5:00 pm)	(5:01 pm to 7:59 am)
a. Clean-up per hour	\$ <u>40.00</u>	\$ <u>\$80.00</u>
b. Debris cartage	\$ <u>70.00</u>	\$ <u>140.00</u>
c. Removal and disposal	\$ <u>80.00</u>	\$ <u>160.00</u>
d. Yard clean-up and removal	\$ <u>80.00</u>	\$ <u>160.00</u>
e. Tree trim labor	\$ <u>60.00</u>	\$ <u>120.00</u>
f. Abate trash and debris	\$ <u>80.00</u>	\$ <u>180.00</u>
g. Abate trash from vehicle for towing	\$ <u>80.00</u>	\$ <u>160.00</u>
h. Weed abate property	\$ <u>50.00</u>	\$ <u>100.00</u>
Total:	\$ <u>540.00</u>	\$ <u>1,080.00</u>

**NOTE:**

The actual costs quoted above shall be binding for the term of the contract and shall include all direct and indirect costs including State sales tax incidental to the bid price.

CONTRACTOR NAME: Zen Waste Solutions

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work when directed by the City.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Project Manager's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Project Manager's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. The Bid Proposal includes the following addenda:

- Add. # none \_\_\_\_\_ Date
- Add. # \_\_\_\_\_ Date
- Add. # \_\_\_\_\_ Date

NOTE: State whether your concern is a corporation, a co-partnership, privates individual, or individuals doing business under a firm name.

If the bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

CONTRACTOR Zero Waste Solutions

By SSJL  
(Signature)

Shavula Singh  
(Print or Type)

Title (EO)

Address P.O. Box 1485  
Newark, CA 94560

Telephone No. (510) 461-1433

Fax No. (510) 581-8741

Date 01/29/08

Contractor's License No. \_\_\_\_\_ Type \_\_\_\_\_

Expiration Date \_\_\_\_\_

Tax I.D. Nos.- Fed. 51-0915734 State CA

City of Sacramento Business Operation Tax Certificate No. \_\_\_\_\_

(City will not award contract if Certificate Number is missing.)