



**City of Sacramento
City Council**

5

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 10/30/2012

Report Type: Consent

Title: Disposal of Surplus Refuse Bins and Debris Boxes

Report ID: 2012-00863

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute an agreement for the sale of surplus refuse bins and debris boxes to USA Waste of California in an amount not to exceed \$129,126.

Contact: Steve Harriman, Integrated Waste General Manager, (916) 808-4949, General Services Department

Presenter: None

Department: General Services Dept

Division: Solid Waste Admin Services

Dept ID: 13001711

Attachments:

- 1-Description/Analysis
 - 2-Contract with USA Waste of California
-

City Attorney Review

Approved as to Form
Janeth D. San Pedro
10/22/2012 10:59:05 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
10/11/2012 4:23:35 PM

Approvals/Acknowledgements

Department Director or Designee: Craig Lymus - 10/17/2012 7:48:56 AM

Description/Analysis

Issue: Effective October 1, 2012, the Department of General Services, Solid Waste and Recycling Division, discontinued commercial solid waste and recycling collection services. Customers have transitioned to new service providers and 724 refuse bins and debris boxes have been returned to the City. Since this equipment is no longer needed, the Department of General Services, Procurement Services Division, issued Invitation for Bid No. SP13-02 to dispose of the equipment in accordance with City Code Chapter 3.80.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.04 regarding income or expenditures of \$100,000 or more, and City Code Chapter 3.80 regarding the disposition of surplus personal property.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA):

The recommendation in this report involves the disposal of surplus City property and is not considered to be a “project” in accordance with Section 15378(b)(2) of the CEQA guidelines. Therefore, as determined by the City’s Environmental Services Planning Manager, no environmental review is necessary.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: Effective October 1, 2012, the Department of General Services, Solid Waste and Recycling Division, discontinued commercial solid waste and recycling collection services. Customers have transitioned to new service providers and 724 refuse bins and debris boxes have been returned to the City. Since this equipment is no longer needed, the Department of General Services, Procurement Services Division, issued Invitation for Bid No. SP13-02 to dispose of the equipment in accordance with City Code Chapter 3.80. USA Waste of California, the only bidder, has been determined to be the highest responsive and responsible bidder.

Financial Considerations: Proceeds in an amount not to exceed \$129,126 from the sale of surplus refuse bins and debris boxes to USA Waste of California will be deposited in the Solid Waste Fund (Fund 6007).

Emerging Small Business Development (ESBD): No goods or services are being purchased as a result of this report.



City of Sacramento Contract Cover and Routing Form

Requires Council Approval:

No

YES

Meeting:

10-30-12

General Information

Type: Commodity

CHANGE: None

CH #:

\$ Not to Exceed: \$ 129,125.40

Original Contract Number:

Original Contract Amount:

Contractor: USA Waste of CA

Project Name: Sale of surplus refuse bins and roll-off boxes

Project Number:

Bid Transaction #: SP13-02

E/SBE-DBE-M/WBE: No



Department Information

Department: General Services

Division: Procurement

Project Mgr: Marc Robles

Supervisor: Craig Lymus

Contract Services:

Division Mgr:

Phone Number: x6343

Org Number: 13001611

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>MR</i>	9-28-12
Accounting:	-	-
Contract Services:	-	-
Supervisor:	<i>CSJ</i>	10/1/12
Division Manager:	<i>CSJ</i>	10/1/12

City Attorney	Signature or Initial	Date
City Attorney:	<i>AW</i>	10/1/12

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Schwartz, Reina Department Director:		
City Mgr: yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

For City Clerk Processing Finalized:

Initial: _____ Date: _____

Imaged:

Initial: _____ Date: _____

Resolution No: (If Applicable)

Contract No:

City of Sacramento

Procurement Services Division
5730 24th Street, Bldg 1
Sacramento, CA 95822
Phone (916) 808-6240

IFB No. SP13-02

Due Not Later Than:
3:00 p.m. on Monday
September 24, 2012



Invitation for Bids

**For surplus used 1, 2, 3, 4, 5, and 6 yard refuse bins;
10, 20, 30, and 40 yard roll-off boxes**

The City of Sacramento invites bids on the items of surplus City property listed herein. **Bids are to be submitted in a sealed envelope, clearly marked on the outside with the IFB Number. Bids will NOT be accepted via FAX.** Include a return address on the outside of the envelope. **Bids will not be accepted after the date and time shown above.** SUBMIT BIDS TO THE PROCUREMENT SERVICES DIVISION AT THE ADDRESS SHOWN ABOVE.

To Be Completed By Bidder:

I hereby certify that I agree to purchase the items listed in the bid at the price(s) bid, subject to the terms and conditions of this Invitation for Bid and the Purchase Agreement, attached as Exhibit 1, which I have read and understand.

Name: ROBB SEIPP

Signature: [Handwritten Signature]

Street: 11931 FOUNDATION PL, STE 200

Resale No: SRZDHC100-349357

City/State/Zip: GOLD RIVER, CA 95670

Phone No: 916-294-61055

NOTE: Bids Will NOT Be Accepted After the Due Date and Time.

Bidder Name: ROBB SEIPP
Company Name: USA WASTE OF CALIFORNIA, INC
E-mail address: RSEIPP@WM.COM
Address: 11931 FOUNDATION PL, STE 200
GOLD RIVER, CA 95670

Notes:

- A bid walkthrough of all surplus equipment noted in the pricing schedule: **Monday, September 17 at 10am.** Location: 2812 Meadowview Road, Sacramento, CA 95832.
- Successful bidder(s) will be responsible for any and all costs to remove and transport the used bins and boxes from the Meadowview City Service Complex located at 2812 Meadowview Road in Sacramento.
- Successful bidder will be required to remove any identifying City information (City logo, phone numbers, etc.) on the bins and boxes. See insurance requirements on Pages 5 & 6.

PRICING SCHEDULE

All items must be priced in order for your bid to be considered responsive

<u>Item No.</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	129	1-yard Used Refuse Bins	\$ <u>178.35</u>	\$ <u>23,007.15</u>
2	101	2-yard Used Refuse Bins	\$ <u>178.35</u>	\$ <u>18,013.35</u>
3	232	3-yard Used Refuse Bins	\$ <u>178.35</u>	\$ <u>41,377.20</u>
4	207	4-yard Used Refuse Bins	\$ <u>178.35</u>	\$ <u>36,918.45</u>
5	1	5-yard Used Refuse Bins	\$ <u>178.35</u>	\$ <u>178.35</u>
6	21	6-yard Used Refuse Bins	\$ <u>178.35</u>	\$ <u>3745.35</u>
7	4	10-yard Used Roll-off Boxes	\$ <u>178.35</u>	\$ <u>713.40</u>
8	1	20-yard Used Roll-off Boxes	\$ <u>178.35</u>	\$ <u>178.35</u>
9	17	30-yard Used Roll-off Boxes	\$ <u>178.35</u>	\$ <u>3031.95</u>
10	11	40-yard Used Roll-off Boxes	\$ <u>178.35</u>	\$ <u>1,961.85</u>

Total Bid \$ 129,125.40

Note: This bid is all or nothing and items are sold as-is, where-is (final pickup location at 2812 Meadowview Road, Sacramento, CA 95832)

GENERAL CONDITIONS

A. PREPARATION OF BID

1. All information requested of the bidder shall be entered in the appropriate spaces on the forms, including bidder's name on each page where indicated. Failure to include all requested information may be grounds for disqualification of the bid.

2. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of the bid. Corrections shall be initialed in ink by the person signing the bid.
3. Corrections and/or modifications received after the due date and time will not be accepted.
4. No alternate bids (e.g., indicating 1st, 2nd, 3rd choice, etc.) will be considered.
5. Holders of Retail Sales Tax Permits must show permit number in the space provided on the bid form. The California State Department of Motor Vehicles will collect use tax from the purchaser when motor vehicles are registered in the purchaser's name. Sales tax on items such as trailers, agricultural tractors, mobile homes, off-road equipment, and any other property not defined as a motor vehicle will be collected from the purchaser when payment is made. (Attach a copy)
6. Bids must be received at the designated address on or before the due date and time specified. Bids received thereafter will be returned unopened. *No telephone, FAX, or telegraphic bids will be accepted, nor will bids postmarked prior to but received later than the due date and time.*
7. Submit bids in a sealed envelope with the IFB number clearly marked on the outside. Include a return address on the outside of the envelope.
8. Any person over 18 years of age is eligible to bid. Persons under 18 years of age who are married may also bid, but must provide proof of marriage.
9. City employees may bid, with the exception of those responsible for the declaration of the property as surplus or those responsible for the sale of the surplus property.

B. BID DEPOSITS

1. No bid deposits are required for this bid.

C. CONDITION OF PROPERTY

1. All items are sold "as-is and where-is." The City makes no warranty, either expressed or implied, as to the condition of the item(s) being sold or as to fitness-for-use or merchantability.
2. The City does not warrant conformity of any other property with the requirements of any law or regulation governing the use or operation of such property.

D. AWARDS

1. The City of Sacramento reserves the right: 1) To withdraw any item from the sale at any time; or 2) To award bids on the basis of individual items, or groups of items, or on the entire list of items; or 3) To reject any or all bids, or any part thereof; or 4) To waive any informality in the bids; or 5) To accept the bid that is in the best interest of the City. The City's decision shall be final.
2. Successful bidders will be notified by the Procurement Services Division within three (3) days following the bid opening.
3. In the event of a tie bid, the award will be made by "drawing of lots."
4. Each successful bidder will be required to purchase all the items he/she is awarded subject to all terms and conditions of this Invitation for Bid and the Purchase Agreement. Failure to do so may disqualify the entire bid, and the bidder may be prohibited from bidding on future City bids for a period of up to five (5) years.

E. PAYMENT AND REMOVAL OF PROPERTY

1. Payment shall be by cash, certified or cashier's check, or money order, made payable to the City of Sacramento. Personal checks will not be accepted. Buyer will be required to sign a City of Sacramento Purchase Agreement prior to commencing removal of property.
2. The successful bidder shall pay any balance due on the bid and will be required to remove all of the property from its present location by November 21, 2012. Failure to pay within such time period shall constitute an abandonment of the bid, and all rights thereunder. Title to the property will pass to the Buyer upon receipt by the City of payment from the Buyer and/or pick-up of the property. Risk of loss or damage to the property shall pass to the Buyer with the passage of the title, except that Buyer agrees to assume the risk of loss or damage to the property if it remains on the site longer than the time of removal provided for in this paragraph. In the event that the property is not removed by the required performance date, the City reserves the right to sell the property, at its convenience by any method of sale it chooses, and without prior notice to Buyer. Title to any property remaining on the premises beyond the required performance date will revert to the City. Storage charges in the amount of \$250.00 per day may be assessed to Buyer by the City for any property remaining on premises beyond the required performance date, unless the City is responsible for the delay in removal. In the event of a re-sale by the City, or if costs are incurred for clean-up work necessitated through the removal of property, Buyer will be responsible to the City for any costs or damage occasioned to the City due to Buyer's failure to perform.

3. Property to be removed at the cost and expense of the successful bidder, per the terms of removal stated in the bid. Successful bidder will provide all necessary equipment and labor to remove bins from the site.
4. In addition to the prices bid herein, the amount of any present or future Sales, Use, Excise, or other similar tax applicable to the sale of materials hereunder shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide the City with a tax exemption certificate acceptable to the taxing authorities.
5. Buyer shall be liable for any damage to City property caused by removal operations.
6. Access to City facilities is controlled in accordance with specific site requirements. The Buyer and Buyer's personnel must comply with City security requirements and guidelines. Removal of property must be approved in advance by City, and will be limited to normal City business hours (6am to 4pm), unless otherwise agreed upon by the City and the Buyer.
7. Buyer shall indemnify, defend, and hold harmless the City, its directors, officers, agents, and employees against any and all claims, loss, damage, expense and liability (including attorney fees) arising out of or in any way connected with any acts or omissions of Buyer, its officers, agents, employees, and suppliers, and excepting only such loss, damage or liability as may be caused wholly by the intentional acts or the sole negligence of the City.
8. Insurance Requirements:

Prior to the commencement of any work to remove or transport surplus property and until the work is complete, the Bidder or, if agreed to by the City in its sole discretion, Bidder's contractor shall maintain the following insurance against liabilities arising out of activities performed by or on behalf of Bidder.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence.
- (2) Workers' Compensation Insurance with statutory limits.

B. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Bidder or Bidder's Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Bidder's or Bidder's Contractor's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (3) Coverage shall state that the Bidder's or Bidder's Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.



D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) Bidder or Bidder's Contractor shall furnish City with certificates evidencing the insurance required. The certificates shall be forwarded to the City representative named in Exhibit A. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The City may cancel this Agreement if the Bidder or Bidder's contractor ceases to be insured as required herein.

F. Insurance provided by Bidder's Contractor

- (1) The following certification must be completed by Bidder prior to the City's acceptance of insurance provided by the Bidder's Contractor:

"Bidder certifies that neither the Bidder nor person(s) employed by Bidder will perform any work or services under this Agreement:  (Bidder's initials)"

- (2) The City's acceptance of insurance from Bidder's Contractor does not effect Bidder's obligation to defend and indemnify City under this Agreement.

EXHIBIT 1

PURCHASE AGREEMENT

for City of Sacramento property located at:

2812 Meadowview Road, Sacramento, CA 95832

(hereafter "City site")

Agreement Date:
Performance Date:

This purchase agreement is entered into between the City of Sacramento (hereafter the "City"), and



EXHIBIT 1

PURCHASE AGREEMENT

for City of Sacramento property located at:

2812 Meadowview Road, Sacramento, CA 95832

(hereafter "City site")

Agreement Date:
Performance Date:

This purchase agreement is entered into between the City of Sacramento (hereafter the "City"), and (insert name),-- (hereafter the "Buyer");

1. For and in consideration of the Buyer's payment of \$129,125.40, payable to City in the form of cash, certified check, cashier's check, money order or wire transfer and upon the terms and conditions set forth herein, City agrees to sell to Buyer and assign to Buyer all City's right(s), title(s), and interest(s) in and to the following described property: surplus used 1, 2, 3, 4, 5 and 6 yard refuse bins and 10, 20, 30 and 40-yard boxes and (hereafter "property"). Such payment shall be received by City prior to any dismantling, loading, transporting or removing of the property from the City site by Buyer.

2. All property sold hereunder shall be removed from the City site by the performance date shown above. In the event the property is not so removed, City shall have the unconditional right to resell the property at its convenience, by any method of sale it chooses, and without prior notice to Buyer. In the event of a resale, Buyer shall pay City for any costs or damages incurred by City due to Buyer's failure to remove the property from the City site by the performance date. City will refund only that portion of Buyer's payment that is equal to the amount, if any, received by City upon resale of the property, less any associated resale cost and/or cost incurred by City due to Buyer not removing the property by the performance date.

3. All property is sold F.O.B. City site. The Buyer is responsible for all costs and arrangements (including labor and materials) associated with dismantling, loading, transporting, and removing the property from the City site. Buyer assumes sole responsibility for safety in securing the load(s).

4. Buyer shall comply with all federal, state, local, and OSHA regulations. While on the City site, Buyer shall comply with all rules which may be imposed by City from time to time.

5. City sells all of the property in an "as is" condition, and makes no guarantee, warranty, or representation, express or implied, as to quantity, kind, character, quality, condition, weight, size, or description of any property, its merchantability, its fitness for any use or purpose, or otherwise.

Buyer agrees that full opportunity was given to inspect and examine the property. Buyer's failure to inspect will not constitute grounds for any claim against the City.

6. All weights offered, shown, or calculated in respect to the property, other than actual shipping weights, are estimated weights only. If the sale terms are on a weight basis, City's actual shipping weights shall govern over any estimated weights. If any estimated weight is offered, shown, or calculated, Buyer shall nevertheless accept City's actual shipping weight as the basis of full and complete delivery, and shall make payment in accordance therewith, if applicable.

7. Buyer understands and agrees that City will not be required to make available any documentation, reports, drawings, or instruction manuals of the property being sold.

8. The purchase price set forth in paragraph 1 hereof is exclusive of, and Buyer shall be responsible for, all taxes, levies, assessments, and the like arising out of, or in any way connected with, the sale, dismantling, loading, transportation, removal, possession, or use of the property sold hereunder.

9. If the property is, at City's discretion, loaded and held for payment, risk of loss shall pass to Buyer upon loading and all demurrage and other costs that may accrue in respect thereof will be paid by Buyer.

10. City shall be excused for any delay or failure in performance due to acts of God, war, riot, acts of civil or military authorities, fires, floods, accidents, strikes, differences with workers, delays in transportation, shortage of fuel, labor, or material, or any other circumstances or cause beyond the control of City in the reasonable conduct of business.

11. Buyer shall not sell or otherwise transfer all or any portion of the property without requiring the transferee to provide the City protection against liability from the sale or transfer of the property which is at least equivalent to that afforded City under this purchase agreement. In the event that Buyer sells or transfers all or any portion of the property contrary to the provisions of this paragraph, Buyer shall be liable for any act or omission of the transferee, and Buyer shall indemnify, defend and hold harmless the City hereunder to the same extent as if no such sale or transfer had taken place.

12. To the fullest extent allowed by law, the Buyer shall indemnify, defend, and hold harmless the City, its directors, officers, agents, and employees from and against all claims, actions, damages, losses, and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act by Buyer, anyone directly or indirectly employed by Buyer, or anyone for whose acts or omissions Buyer may be liable hereunder, in connection with or in any way related to the sale, purchase, dismantling, loading, removal and/or transporting of any property hereunder. The aforesaid indemnity and hold harmless shall include any claims, actions, damages, losses and expenses arising from or related to any act or failure to act by any entity or person, including City, its officers, employees and agents, in connection with the inspection, repair, reconditioning, safety or condition of the property.

13. Buyer, for itself, its assigns, transferees, and successors, hereby waives and releases any and all claims of whatever sort or nature which may arise against City, its officers, employees, and agents, in connection with sale of the property hereunder. This waiver and release shall include any and all claims arising under Section 1542 of the California Civil Code, which provides that:

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

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, Buyer expressly acknowledges that this Agreement is intended to release and extinguish, without limitation, all claims for losses of any sort or nature arising hereunder which Buyer does not know or suspect to exist.

14. There are no understandings between the parties hereto as to the subject matter of this agreement other than as set forth herein. All previous communications about the subject matter of this agreement, either oral or written, are hereby abrogated and withdrawn, and this agreement constitutes the entire agreement between the parties. No terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties hereto.

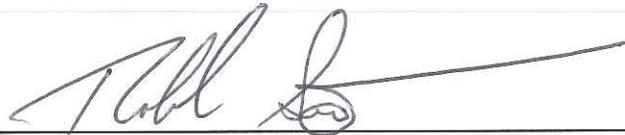
15. Buyer agrees to adhere to City's Insurance Provisions, attached to this Agreement as Exhibit "A" and fully incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned have executed this bill of sale and agreement as of the agreement date first above written.

Buyer: USA WASTE OF CALIFORNIA, INC.

Address: 11931 FOUNDATION PL, STE 200.
GOLD RIVER, CA 95670

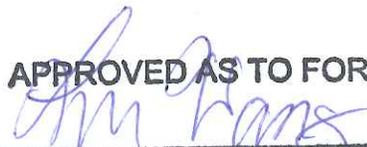
Signature:
Name/Title:
(Please Print)


Robb Seipp Sales Manager

City of Sacramento
Department: Procurement Services Division
Address: 5730 - 24th Street, Bldg. 1
Sacramento, CA 95822

Signature: _____
Name/Title: Department of General Services

APPROVED AS TO FORM:



CITY ATTORNEY

Exhibit "A"

INSURANCE PROVISIONS

Prior to the commencement of any work to remove or transport surplus property and until the work is complete, the Bidder or, if agreed to by the City in its sole discretion, Bidder's contractor shall maintain the following insurance against liabilities arising out of activities performed by or on behalf of Bidder.

B. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence.
- (3) Workers' Compensation Insurance with statutory limits.

B. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Bidder or Bidder's Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Bidder's or Bidder's Contractor's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (3) Coverage shall state that the Bidder's or Bidder's Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) Bidder or Bidder's Contractor shall furnish City with certificates evidencing the insurance required. The certificates shall be forwarded to the City representative named in Exhibit A. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (3) The City may cancel this Agreement if the Bidder or Bidder's contractor ceases to be insured as required herein.

F. Insurance provided by Bidder's Contractor

- (1) The following certification must be completed by Bidder prior to the City's acceptance of insurance provided by the Bidder's Contractor:

"Bidder certifies that neither the Bidder nor person(s) employed by Bidder will perform any work or services under this Agreement AD (Bidder's initials)

- (2) The City's acceptance of insurance from Bidder's Contractor does not effect Bidder's obligation to defend and indemnify City under this Agreement.