Meeting Date: **5/27/2014**

Report Type: Review

Report ID: 2014-00017

City of SACRAMENTO

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City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: (Agreement/Contract for Review and Information) Contract Award: Green Waste Processing

Location: Citywide

Recommendation: Review a report 1) awarding a five-year contract to Republic Services of Sacramento, the lowest responsive and responsible bidder, for green waste processing in a total amount not to exceed $12 million; 2) authorizing the City Manager or the City Manager's designee to execute the contract above provided that sufficient funds are available in the budget adopted for the applicable fiscal year; and 3) continue to June 5, 2014 for approval.

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

Presenter: None

Department: General Services

Division: Solid Waste Admin Services

Dept ID: 13001711

Attachments:
1-Description/Analysis
2-Contract

City Attorney Review

Approved as to Form
Sheri Chapman
5/20/2014 3:46:26 PM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 5/8/2014 4:16:22 PM

James Sanchez, City Attorney Shirley Concolino, City Clerk Russell Fehr, City Treasurer
John F. Shirey, City Manager

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Description/Analysis

Issue Detail: To comply with State landfill diversion mandates, the Department of General Services, Recycling and Solid Waste Division, has an ongoing annual requirement to deliver up to 80,000 tons of green waste collected within the City to a green waste processing contractor in lieu of disposal at landfills.

Policy Considerations: The recommendations in this report are in accordance with provisions of the City Code Chapter 3.56 and Administrative Policy 4101 for nonprofessional services, and Resolution No. 2013-0367, which requires additional posting time for agreements greater than $1 million. Additionally, awarding this contract will contribute to the City's capacity to meet the State's mandate to divert from landfill a minimum of 50 percent of the total waste generated within the City.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): In accordance with Section 15061(b)(3) of the CEQA Guidelines, no environmental review is necessary because it can be seen with certainty that there is no possibility that the recommendations in this report may have a significant effect on the environment.

Sustainability: Diverting green waste from disposal at landfills will lower the amount of greenhouse gas generated by the City.

Commission/Committee Action: None

Rationale for Recommendation: Awarding this contract for green waste processing allows the City to continue to divert the green waste collected for a lower contract tipping fee than sending the material to landfill, and comply with State landfill diversion mandates.

In accordance with City Code Chapter 3.56, the Recycling and Solid Waste division issued Invitation for Bid (IFB) No. 14131711005 for green waste processing services. Three bids were received and Republic Services of Sacramento was the lowest responsive and responsible bidder. A summary of the bid results is provided in the following table.

Bid No. B14131711005			
Vendor	**Tonnage Commitment**	**Bid Evaluation Total**	**Blended Rate**
Republic Services of Sacramento	80,000 tons/year	$3,431,735.69	$42.90
Northern Recycling	30,000 tons/year	$1,335,481.47	$44.52

Notes:
1. Non-Responsive Bidders: A bid was received from Clyox Company, which was determined to be nonresponsive due to non-compliance with the Local Business Enterprise (LBE) participation requirement.
2. Tonnage Commitment: Bidders were given the option to commit to only a portion of the City's green waste tonnage. Republic Services bid for the entire amount, while Northern Recycling only bid for a portion.
3. Bid Evaluation Total: Includes two components: 1) the total annual tipping fees paid by the City at each green waste processing facility; and 2) the internal annual cost to the City to drive green waste collection vehicles to each processing facility. This evaluation method allows the City to determine the proposal with the lowest total combination of travel costs and tipping fees.

4. Tipping Fee: Bidders were given the option to offer a tiered rate structure, based on the amount of tons the City delivers to the bidder's facility (0 to 20,000 tons; 20,001-40,000 tons; and so on). The tiered rate was used to calculate the total tipping fee for one year, based on the tonnage commitment.
5. Blended Rate: This was calculated by dividing the Bid Evaluation Total by the Tonnage Commitment for one year. Due to the different tonnage commitment amounts, the Blended Rate was used for vendor bid evaluation, not the Bid Evaluation Total.

Financial Considerations: From FY2009/10 through FY2012/13, the average annual cost for green waste processing was approximately $2.1 million. The anticipated cost for the recommended contract is $2.4 million per year, or $12 million over five years. Sufficient funds are available in the Department of General Services FY2013/14 operating budget (Solid Waste Fund, Fund 6007) for purchases through June 30, 2014. Purchases after June 30, 2014 are subject to funding availability in the adopted budget of the applicable fiscal year.

Local Business Enterprise (LBE): Republic Services of Sacramento is certified as a local business enterprise.

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City of Sacramento

Tax ID # if applicable: 91714701

Requires Council Approval: ☐ No ☒ YES **Meeting:** June 3, 2014

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Non-Professional Services **PO Type:** Formal Bid – Non-Professional Services **Not to Exceed:** $12,000,000	**Attachment:** Change Order **No.:** **Original Doc Number:**
Other Party: Republic Services of Sacramento	**Certified Copies of Document::**
Project Name: Green Waste Processing	**Deed:** ☐ None ☐ Included ☐ Separate
Project Number: Bid Transaction #: B14131711005	E/SBE-:%

Department Information

Department: **General Services**

Division: **Recycling & Solid Waste**

Contract Manager: **Chris Thoma**

Project Mgr: **Steve Harriman**

Contract Services: **Karen Campbell**

Director: **Reina J. Schwartz**

Phone Number: **808-4956**

Org Number: **13001841**

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	SH	5/9/14
Budget Review:	[illegible]	5/9/14
Contract Services:	Karen Campbell	5-9-14

City Attorney	Signature or Initial	Date
City Attorney:	SMC	5.9.14

☐ **Send Interoffice Mail to Reina J. Schwartz (12500)**

☒ **Notify for Pick Up**

Authorization	Signature or Initial	Date
Reina J. Schwartz Director, General Services:		
City Mgr: Yes ☐ No ☒		

For City Clerk Processing

Finalized:
Initial:
Date:

Imaged:
Initial:
Date:

Received:
(City Clerk Stamp Here)

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (Approved On-Call Contractors – Orange*) (01-01-09)

Resolution No. / Date

rj

PROJECT #: B14131711005

PROJECT NAME: Green Waste Processing

DEPARTMENT: General Services

DIVISION: Recycling and Solid Waste

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of July 1, 2014, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Republic Services of Sacramento
3326 Fitzgerald Road
Rancho Cordova, CA 95742

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

   ✓ Invitation to Bid
   ✓ Instructions to Bidders
   ✓ Certificate(s) of Insurance
   ✓ Drug-Free Workplace Policy and Affidavit
   ✓ Declaration of Compliance (Equal Benefits Ordinance)
   ✓ Declaration of Compliance (Living Wage Ordinance)
   ✓ Local Business Enterprise (LBE) Preference/Participation
   ✓ Workers' Compensation Certificate
   ✓ Contractor's Bid Proposal Form
   ✓ Technical Specifications

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.

7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name: Reina J. Schwartz

Title: Director, Department of General Services
For: John F. Shirey, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Susi M. Chapman
PEP City Attorney

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Living Wage Requirements
Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

Republic Services of Sacramento
NAME OF FIRM

91714701
Federal I.D. No.

20-1838910
State I.D. No.

157228
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_✓_ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_ _ Other (*please specify:* _____)

Signature of Authorized Person

Mike Caprio, Area President
Print Name and Title

Additional Signature *(if required)*

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: Republic Services of Sacramento

Address: 3326 Fitzgerald Road, Rancho Cordova, CA 95742

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.

3. If the amount of this Contract is less than $100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is $100,000 or more.

4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.

5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this 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, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.

7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to 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 Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Michael Caprio Date: 5/9/14

Signature of Authorized Representative

Print name: Mike Caprio

Title: Area President

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Republic Services of Sacramento

Address: 3326 Fitzgerald Road, Rancho Cordova, CA 95742

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, 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

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor 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.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If 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, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by 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 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 this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor 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 and/or for up to two (2) years; and/or 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.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized

representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to 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 Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Michael Caprio — 5/9/14

Signature of Authorized Representative — Date

Mike Caprio

Print Name

Area President

Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Chris Thoma, Program Analyst
City of Sacramento, Recycling and Solid Waste Division
2812 Meadowview Road, Building 1, Sacramento, CA 95832
Phone: (916) 808-4833 / Fax: (916) 808-4999 / E-mail: cthoma@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Mike Caprio, Area President
Republic Services of Sacramento
3326 Fitzgerald Road, Rancho Cordova, CA 95742
Phone: (916) 463-0272 / (916) 387-6025 / E-mail: ktaddonio@republicservices.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services. [*Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:*]

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

July 1, 2014 thru June 30, 2019.
The City will reserve the right to terminate at any time with 90 days' notice.

ATTACHMENT 1 TO EXHIBIT A
SCOPE OF SERVICES

Contractor will accept green waste materials collected by the City. The City, in its sole discretion, will determine the tonnage to be delivered to Contractor.

Contractor will market all green waste or otherwise divert green waste away from disposal at landfills. Only those end uses for the green waste material meeting the definition of diversion credit as defined by the State of California's Department of Resources Recycling and Recovery (CalRecycle) will be considered. Contractor shall not transform (i.e. destroy or incinerate) in excess of the 10% of the green waste without written approval of the City. Upon request, Contractor will provide City with written certification for all green waste diverted away from the landfill. The written certification shall document the end-use for green waste material.

Delivery of Green Waste

Contractor shall accept delivery of green waste materials in accordance with the following schedule:

Winter Schedule	October 1 - March 31
Monday - Friday	6:00 a.m. - 5:30 p.m.
Saturday, Sunday and Holidays	7:00 a.m. - 3:30 p.m.
Spring - Fall Schedule	April 1 - September 30
Monday - Friday	6:00 a.m. - 6:00 p.m.
Saturday, Sunday and Holidays	7:00 a.m. - 3:30 p.m.

Contractor will provide paved road surfaces wherever green waste is processed or stored. Contractor will provide paved road surfaces for ingress, egress, and tipping of City trucks.

Contractor is allowed reasonable down time due to repair and maintenance of equipment. "Reasonable down time" shall be defined as less than two non-operating days per month. Contractor shall maintain adequate permitted space to stockpile green waste during such reasonable down time for acceptance of material without a break in service.

Contractor will provide an area for tipping of City vehicles separate from the general public. Contractor will also provide spotting of City trucks when tipping.

Vehicle Turnaround Guaranty: Contractor shall ensure that no vehicles queue on the public streets. Contractor further guarantees (the "Vehicle Turnaround Guaranty") that each City Vehicle is able to unload and exit the Facility within fifteen minutes of entering the Site, absent City Vehicle breakdown or driver negligence or lack of cooperation; provided that Contractor shall provide a parking area for City Vehicles adjacent to the Site exit where Contractor will permit City drivers to park City Vehicles and use bathroom facilities or make telephone calls on telephones that Contractor shall make available to City drivers, in which event the time that such City drivers are parked in such area shall not be included in the measurement of the Vehicle Turnaround Guaranty. Contractor shall allow City drivers to call their supervisors without charge. From time to time and upon City request, Contractor shall keep and maintain a log of the time it takes for City Vehicles to unload, including manually observing and logging entrance and exit times, in order to determine compliance with the Vehicle Turnaround Guaranty, and City may do so itself.

Tare weights: City collection vehicles shall have a tare weight established using the certified scale at the facility, using the average of three measurements to set that particular vehicle's tare weight. The tare weight will be reestablished for each City collection vehicle at least once a year.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $ 12,000,000 .

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

City of Sacramento, Recycling and Solid Waste Division
2812 Meadowview Road, Building 1, Sacramento, CA 95832
Phone: (916) 808-4956 / Fax: (916) 808-4999

Attn: Karen Campbell

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

ATTACHMENT 1 TO EXHIBIT B
FEE SCHEDULE/MANNER OF PAYMENT

Contract Tipping Fee

The City of Sacramento shall pay, for the first contract year, the below tiered rate schedule for green waste generated by the City's residential yard waste program. If there is a conflict in terms between this Fee Schedule and other attachments to this Agreement, the Fee Schedule controls.

Tons per Fiscal Year	Rate per Ton
First 20,000	$31.75
Next 20,001 - 40,000	$29.75
Next 40,001 - 50,000	$29.25
Next 50,001 - 60,000	$28.75
Next 60,001 and over	$28.25

The City makes no guarantee on the amount of material that will actually be delivered. Contract Tipping Fee will include all costs to the City, including contamination and administration fees. Separate line items on invoices, such as an administration fee, will not be paid by the City.

Rate Increases – 75% of CPI

The adjustment of the Contract Tipping Fee shall be adjusted to be effective July 1 of each Contract Year by computing seventy five percent (75%) of the percentage change in the CPI on each April 1 prior to the commencement of each Contract Year, from the CPI level as of the previous April 1, and multiplying the Contract Tipping Fee then in effect by one plus such percentage change. The adjustment may result in an increase or decrease in the Contract Tipping Fee. In no event shall the adjustment of the Contract Tipping Fee result in an increase of over six percent (6%) for any Contract Year.

For the purposes of this section, "CPI" means the Consumer Price Index, CPI-U, (San Francisco/Oakland/San Jose) compiled and published by the United States Department of Labor, Bureau of Labor Statistics.

Payment Terms

Payment terms are net 30 days.

Invoices

The invoice shall include the following information, at a minimum:

(1) Name of contractor
(2) Contract/Purchase Order number
(4) Date of invoice
(5) Name, telephone number and email address of vendor's contact for billing questions
(6) Itemized list of weight tickets being billed, including the following columns of data for each ticket:

- ✓ Ticket number
- ✓ Date
- ✓ Time
- ✓ Route number
- ✓ Vehicle number
- ✓ Material delivered
- ✓ Rate per unit (pounds)
- ✓ Gross weight (pounds)
- ✓ Tare weight (pounds)
- ✓ Net tons billed (pounds)
- ✓ Total charge for load

Contractor will provide the City, on a daily basis, the data that will appear on the invoice, as defined in Section II Contract Documents, A. Special Provisions, Section 2 of this Invitation to Bid. The is to be provided in an electronic format similar to one of the following:

- Comma-delimited text file (.csv)
- Tab-delimited text file (.txt)
- Microsoft Excel file (.xsl, .xslx)
- Microsoft Access file (.accdb, .mdb)

Data will be supplied in a manner compatible with the City's systems.

Invoice Audit: Upon City request, Contractor shall provide paper copies of weight tickets, over the time span requested by City Staff, within 5 business days. The City reserves the right to spot check and audit the paper weight slips, and compare them against the invoices and electronic data previously received, to ensure proper billing.

Billing Disputes

Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] ✓ Not furnish any facilities or equipment for this Agreement; or

____ furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor.**

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers

to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type

and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

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. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 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. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

> _____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

> _____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

(1) 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 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 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 11 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) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

    A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

    B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales

and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E

LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of $100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is $100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS $100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.[a]

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.[b]

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[a] The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

(1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

(2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

[b] A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

(1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $10.00 an hour or $9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

(2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $11.50 an hour or $10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

> **This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at http://portal.cityofsacramento.org**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of

Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at http://portal.cityofsacramento.org .
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ...July 1, 2015... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ...green waste processing... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

○ Submit a written complaint to the City of Sacramento, Procurement Services containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

○ Submit a written complaint to the City of Sacramento, Procurement Services, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services, at the same address, containing the details of the alleged violation.

CITY OF SACRAMENTO

Department of General Services
Recycling and Solid Waste Division

Bid Number: B14131711005

INVITATION FOR BID
And
Contract Specifications Nonprofessional Services
FOR: Green Waste Processing

Bids Must Be Received Up To The Hour of 2:00 P.M. on March 12, 2014

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
4th Floor Public Counter
Sacramento, CA 95814

Pre-Bid Conference: **February 18, 2014 @ 2:00 pm**
Mandatory: **[X] No** **2812 Meadowview Road**
[ ] Yes **Building 1, Training Room**
Sacramento, CA 95832

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:

(Bidder to complete the following information)

Name of Bidder: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

Revision (Procurement) (1-8-2014)

CITY OF SACRAMENTO

Bid No. B14131711005

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(Formal – Services)

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Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page. http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

3. Bid information obtained from third party sources **will not be considered official** and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above.

SECTION I
REQUIREMENTS

A. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. **Additional Copies. VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.**

2. **Bid Forms. Bid must be submitted on these printed forms and sealed in an appropriate envelope or package. Bid submission envelopes/packages shall exhibit the City's bid name and number, and include the vendor's name and address printed on the outside of the envelope/package.**

   a) To obtain an electronic version of this bid go to Procurement's website at http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

   b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Historic City Hall, Historic Chambers, 915 "I" Street, 2nd Floor, Sacramento, CA at 2:00 P.M. on March 12, 2014. After opening, Bids may be inspected in the City Clerk's Office.

   (Note: Bids must be submitted up to 2:00 P.M. on the above date)

   c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note, all submissions are subject to rejection when unsolicited alternate bids are submitted.**

4. **Bid Security.** Bid Security is: [ ] Required **[X] Not Required**

   If required, bid security approved by the City must accompany the bid, in the amount of ___ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).

6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.

7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

7A. **City's Options.** City reserves the following options:

   1. The right to award in whole or in part.
   2. The right to reject all partial bids.
   3. The right to reject any or all bids or make no award.
   4. The right to issue subsequent Invitation For Bids (IFB).
   5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
   6. The right to waive any informality or irregularity in the bidding process and any bids.
   7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond**. A faithful performance bond is: [ ] Not Required **[X] Required**

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of **$500,000.00**.

11. **Payment Discounts**. Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award. For purposes of award, The City assumes that all invoices are paid within the discount terms (all discounts are taken).

12. **Voluntary Pre-Bid Conference** will be held on February 18, 2014 @ 2:00 pm in the Training Room of the City of Sacramento, Recycling and Solid Waste Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832. Bid packages, however, will be made available only through the City of Sacramento's official web bid page (http://www.planetbids.com/portal/portal.cfm?CompanyID=15300). Subsequent addenda and notifications, if applicable, will be furnished only to those bidders who downloaded the bid package through the web page.

13. **Bid Inquiries**. Questions regarding this bid should be referred to:

    Chris Thoma, Program Analyst
    (916) 808-4833
    cthoma@cityofsacramento.org

    These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** 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 Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

    When an item price is required to be set forth in the Bid, 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 City's estimate of the quantity to be provided or 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 intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

    Should the Bid contain only a 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 City's estimate of the estimated quantities to be provided or performed.

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

    If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

    Bids shall be evaluated as outlined in these documents, including these two components:

    a. Tipping Fee per ton
       Cost for the green waste material delivered to the facility by the City for processing.

    b. City transportation cost
       While not paid to the awarded vendor, this is used to determine how much it will cost the City to deliver the collected green waste material to the facility for processing, and is included in the bid evaluation. It is based on the average costs to the City associated with the distance from the collection routes to the facility.

    See Attachment D – Pricing Schedule for complete description..

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:

    a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the

contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening 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 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. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for alternate sources, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).

19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.

20. **Non Professional Services Agreement.** The bidder(s) recommended for this award will be required to sign the Non Professional Services Agreement found at the following URL:

    http://www.cityofsacramento.org/generalservices/procurement/documents/NonProf_Serv_Agrmt_7-9-2013_public.pdf

    Bidders are responsible for reading and understanding the attached Non Professional Services Agreement's requirements, terms and conditions prior to submitting their bids.

21. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

23. **Submission of Bids.** The City is not responsible for misaddressed bid submittals. Please assure that you utilize the address appropriate for the method of delivery.

Bid submissions made via commercial express courier (FedEx, United Parcel Service) must be addressed as follows:

Office of the City Clerk
915 I Street, New City Hall
4th Floor Public Counter
Sacramento, CA 95814

Bid submissions made via personal delivery shall be delivered to:

Office of the City Clerk
915 I Street, New City Hall
4th Floor Public Counter
Sacramento, CA 95814

24. **Bid Protest.** Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: http://www.gcode.us/ codes/sacramento/.

25. **Local Business Enterprise (LBE) Participation Requirements (City Contracts no Federal Funds Used)**

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established **a minimum 5% participation level for LBEs on this contract**. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Bidders shall submit proof to the City demonstrating that the business and each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted are in compliance with all applicable laws relating to licensing and are not delinquent in payment of any City of Sacramento or County of Sacramento taxes, permits, or fees. Failure to submit the required LBE information may be grounds for finding the bid non-responsive.

II. LBE QUALIFICATION

A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Proof of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and

2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:

   a. The LBE's principle business office or workspace; or

   b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.

B. Participation Credit: To receive credit for participation:(1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.

C. Suppliers: Credit for an LBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

E. Truckers: Credit for an LBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials, equipment, or supplies being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid each LBE subcontractor or supplier.

Not later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by City, to determine compliance with any provision of the LBE program or these specifications.

B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials, equipment, and supplies for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material, equipment, or supplies from other sources. Reasons for requesting such authorization would include:

1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
2. The listed LBE becomes bankrupt or insolvent.
3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
4. The work performed or the materials/equipment/supplies provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
5. It would be in the best interest of the City.

C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to

utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject LBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by telecopy, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by telecopy shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

V. DEFINITIONS

A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.

B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.

C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.

D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.

E. Proposal: Any response to a City solicitation for Proposals or Qualifications.

F. Bid: Any response to a City solicitation for bids.

SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.

SECTION II
CONTRACT DOCUMENTS

A. SPECIAL PROVISIONS

1. **Period of Performance.** Any contracts(s) resulting from this solicitation will be awarded with a base period of five years beginning from July 1, 2014 thru June 30, 2019. The City will reserve the right to terminate at any time with 90 days' notice.

2. **Invoices.** The invoice shall include the following information, at a minimum:

   (1) Name of contractor
   (2) Contract/Purchase Order number
   (4) Date of invoice
   (5) Name, telephone number and email address of vendor's contact for billing questions
   (6) Itemized list of weight tickets being billed, including the following columns of data for each ticket:

   - ✓ Ticket number
   - ✓ Date
   - ✓ Time
   - ✓ Route number
   - ✓ Vehicle number
   - ✓ Material delivered
   - ✓ Rate per unit (pounds)
   - ✓ Gross weight (pounds)
   - ✓ Tare weight (pounds)
   - ✓ Net tons billed (pounds)
   - ✓ Total charge for load

3. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.

4. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

5. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City. The contractual point-of-contact for this contract is:

   Chris Thoma
   Program Analyst
   Phone: (916) 808-4833
   E-Mail: cthoma@cityofsacramento.org

   Department of General Services
   Recycling and Solid Waste Division
   2812 Meadowview Road, Building 1
   Sacramento, CA 95832

6. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.

7. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

   The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

8. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.

9. **Purchase Order**. A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.

   A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates

are determined solely by the contract, and any modification thereto.

B. Deliveries of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

10. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

11. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.

12. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

    Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

13. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

14. **Notification of Material Changes in Business.** Contractor agrees that if experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

15. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentially of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safeguarding City's record information.

    Contractor acknowledges that in the course of providing services that they will have access to, and/or will be in possession of, confidential information of the City. Confidential information is defined as all information released to the Contractor for the purpose of having the Contractor perform the contracted for services.

    The Contractor shall secure the City's confidential records in a manner to ensure that the information remains confidential. Contractor shall have access to the City's confidential information for the purposes of performing the contracted services.

16. **Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within 5 days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.

17. **Inspection of Facilities.** Prior to award, the City may require a tour of the proposed facilities. The purpose of such a tour would be to facilitate a determination as to the adequacy of the proposed facilities to accept the City's green waste. A bid may be disqualified from consideration, if it is determined that the proposed facility is inadequate for processing the City's green waste under the specifications of these Special Provisions and Technical Specifications. The contractor shall state the adequacy of their facilities to perform the services described by the Technical Specifications, as well as production or other pertinent information related to grinding and screening equipment that will be utilized and tipping area surfaces and roadways. Failure to meet any of the City's requirements and/or specifications may result in rejection of the bid.

18. **Modification of Contract.** The City may order changes in the work herein required and may order extra work In connection with the performance of the contract and the Contractor may comply with such orders, except that:

   A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

   B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

19. **Environmentally Preferable Procurement**
The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

   Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

   The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

   The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

   The City's SPP Policy is available on the City's web site here:

   http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf

   It is also available by contacting the Procurement Services Division at (916) 808-6240.

20. **Award – Non-Professional Services Agreement.** The bidder(s) recommended for this award will be required to sign the Non Professional Services Agreement found at the following URL:

   http://www.cityofsacramento.org/generalservices/procurement/documents/NonProf_Serv_Agrmt_7-9-2013_public.pdf

   Bidders are responsible for reading and understanding the attached Non Professional Services Agreement's requirements, terms and conditions prior to submitting their bids.

B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

1. Contractor will accept green waste materials collected by the City. The City, in its sole discretion, will determine the tonnage to be delivered to Contractor.

2. Contractor will market all green waste or otherwise divert green waste away from disposal at landfills. Only those end uses for the green waste material meeting the definition of diversion credit as defined by the State of California's Department of Resources Recycling and Recovery (CalRecycle) will be considered. Contractor shall not transform (i.e. destroy or incinerate) in excess of the 10% of the green waste without written approval of the City. Upon request, Contractor will provide City with written certification for all green waste diverted away from the landfill. The written certification shall document the end-use for green waste material.

3. The quantities stated in the pricing schedule are estimates only of the City's requirements. However, Contractor must demonstrate having the permitted capacity to accept and process the tonnage amount submitted with its bid. Contractor must have adequate equipment and site capacity to accommodate fluctuations in this average, especially during the peak seasons of November through January. The city reserves the right to distribute the green waste materials between multiple vendors as it sees fit.

4. Contractor shall accept delivery of green waste materials in accordance with the following schedule:

Winter Schedule Monday - Friday Saturday, Sunday and Holidays	October 1 - March 31 6:00 a.m. - 5:30 p.m. 7:00 a.m. - 3:30 p.m.
Spring - Fall Schedule Monday - Friday Saturday, Sunday and Holidays	April 1 - September 30 6:00 a.m. - 6:00 p.m. 7:00 a.m. - 3:30 p.m.

5. Contractor will provide paved road surfaces wherever green waste is processed or stored. Contractor will provide paved road surfaces for ingress, egress, and tipping of City trucks.

6. Contractor will provide the City, on a daily basis, the data that will appear on the invoice, as defined in Section II Contract Documents, A. Special Provisions, Section 2 of this Invitation to Bid. The is to be provided in an electronic format similar to one of the following:

   - Comma-delimited text file (.csv)
   - Tab-delimited text file (.txt)
   - Microsoft Excel file (.xsl, .xslx)
   - Microsoft Access file (.accdb, .mdb)

   Data will be supplied in a manner compatible with the City's systems.

7. Contractor is allowed reasonable down time due to repair and maintenance of equipment. "Reasonable down time" shall be defined as less than two non-operating days per month. Contractor shall maintain adequate permitted space to stockpile green waste during such reasonable down time for acceptance of material without a break in service.

8. Contractor will provide an area for tipping of City vehicles separate from the general public. Contractor will also provide spotting of City trucks when tipping.

9. Vehicle Turnaround Guaranty: Contractor shall ensure that no vehicles queue on the public streets. Contractor further guarantees (the "Vehicle Turnaround Guaranty") that each City Vehicle is able to unload and exit the Facility within fifteen minutes of entering the Site, absent City Vehicle breakdown or driver negligence or lack of cooperation; provided that Contractor shall provide a parking area for City Vehicles adjacent to the Site exit where Contractor will permit City drivers to park City Vehicles and use bathroom facilities or make telephone calls on telephones that Contractor shall make available to City drivers, in which event the time that such City drivers are parked in such area shall not be included in the measurement of the Vehicle Turnaround Guaranty. Contractor shall allow City drivers to

call their supervisors without charge. From time to time and upon City request, Contractor shall keep and maintain a log of the time it takes for City Vehicles to unload, including manually observing and logging entrance and exit times, in order to determine compliance with the Vehicle Turnaround Guaranty, and City may do so itself.

10. Invoice Audit: Upon City request, Contractor shall provide paper copies of weight tickets, over the time span requested by City Staff, within 5 business days. The City reserves the right to spot check and audit the paper weight slips, and compare them against the invoices and electronic data previously received, to ensure proper billing.

11. Tare weights: City collection vehicles shall have a tare weight established using the certified scale at the facility, using the average of three measurements to set that particular vehicle's tare weight. The tare weight will be reestablished for each City collection vehicle at least once a year.

SECTION III
BIDDER RESPONSE DOCUMENTS

A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. **CERTIFICATE OF INSURANCE**

   Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Provisions prior to award of the contract.

2. **BUSINESS OPERATIONS TAX CERTIFICATE**

   Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

   To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

3. **PERFORMANCE BOND**

   The successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of **$500,000.00**.

B. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.

Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

a. Abide by the terms of the statement.
b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____ _____ _____

Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: _____

BY: _____ **Date:** _____

Signature **Title**

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

C. 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. CALCULATED BID

The City has posted a spreadsheet developed in Microsoft Excel to demonstrate how City staff will do the final evaluation calculations. Bidders are required to submit the following information to ensure an accurate evaluation of their bid. However, bidders may submit the completed spreadsheet with the other items as a reference.

Tipping Fee

Enter the fee, per ton, for the first contract year (July 1, 2014 – June 30, 2015), by facility. Evaluation will be based on the total tipping fee for 80,000 tons, or the total tons bid, whichever is lower. If multiple facilities bid, the closest region/service day combination(s) will be used until the maximum tonnage is met.

Facility #1

Address:	
Maximum Tons Accepted:	
Tons/Fiscal Year	**$/ton**
0 - 20,000	
25,001 – 40,000	
40,001 – 60,000	
60,001 +	

Facility #2

Address:	
Maximum Tons Accepted:	
Tons/Fiscal Year	**$/ton**
0 - 20,000	
25,001 – 40,000	
40,001 – 60,000	
60,001 +	

2. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
    a. The LBE's principle business office or workspace; or
    b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☐ **YES** - the firm submitting the bid is qualified as a local business enterprise.

☐ **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

_____

If the response to the above is **YES**, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

_____

_____

_____

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

3. PAYMENT DISCOUNT

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

If Yes, the Payment Discount is _____% for payment within _____ 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").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [ ] or No [ ]

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

D. PRICING SCHEDULE

The City collects approximately 80,000 tons of green waste annually. The selected Contractor(s) will process and divert this material. The City reserves the right to award a multiple contracts to meet the City's needs, and will be evaluating bids both by region and citywide. (See the City Regions section, below.)

Award will be based on **Total Delivery Cost,** which consists of these two components:

1) Contract Tipping Fee
   Cost for the green waste material delivered to the facility by the City for processing over one year, which for evaluation purposes are broken up by region, as defined below. The City makes no guarantee on the amount of material that will actually be delivered. *Contract Tipping Fee will include all costs to the City, including contamination and administration fees. Separate line items on invoices, such as an administration fee, will not be paid by the City.*

2) City Transportation Cost
   While not paid to the awarded vendor, this is used to determine how much it will cost the City to deliver the collected green waste material to the facility for processing, and is included in the bid evaluation. It is based on the average costs to the City associated with the distance from the collection routes to the facility. Distance will be evaluated at $5.32/mile, which is the average cost for the City to operate its side-loader collection vehicles.

All green waste material shall be delivered to the contractor's processing facility by the City of Sacramento.

Rate Increases

The adjustment of the Contract Tipping Fee shall be adjusted to be effective July 1 of each Contract Year by computing seventy five percent (75%) of the percentage change in the CPI on each April 1 prior to the commencement of each Contract Year, from the CPI level as of the previous April 1, and multiplying the Contract Tipping Fee then in effect by one plus such percentage change. The adjustment may result in an increase or decrease in the Contract Tipping Fee. In no event shall the adjustment of the Contract Tipping Fee result in an increase of over six percent (6%) for any Contract Year.

For the purposes of this section, "CPI" means the Consumer Price Index, CPI-U, (San Francisco/Oakland/San Jose) compiled and published by the United States Department of Labor, Bureau of Labor Statistics.

City Regions

The regions, for purposes of bid evaluation, are defined as follows:

North	**South**
North of the American River	South of the American River
Generates 25% of green waste	*Generates 75% of green waste*

City Transportation Cost Calculation

To determine the distance going to and from the vendor's facility, the City has reviewed its operations areas, by day, with the assumption that each route will require two dumps per day. The Recycling and Solid Waste Division regularly operates Monday through Thursday[1]. Although the City, for bidding evaluation purposes, is divided into North and South, an extra area, Metro, has been specifically called out, due to the unique nature of operations in the downtown area, with the same center point used for Metro each day. The City has identified the address of the center point for each operation region/service day combination.

1. This evaluation is based on the containerized residential yard waste collection program, which operates year-round. The City also offers Loose-in-the-Street (LITS) collection service during leaf season, which is every November, December and January. While this evaluation process does not take the LITS service into account, the City is assuming that the most cost-efficient bid for the containerized program will also be the best for the LITS program.

Center Points of City Region/Service Day Combinations

Region	Service Day	# of Routes	Estimated Tons	Address *(map on next page)*
North	Monday	8	5,000	4330 Windsong Street, Sacramento, CA 95834
North	Tuesday	8	5,000	2051 Natomas Crossing Drive, Sacramento, CA 95834
North	Wednesday	8	5,000	30 Morey Avenue, Sacramento, CA 95838
North	Thursday	8	5,000	1593 Arcade Blvd., Sacramento, CA 95815
South	Monday	12	10,000	7888 Cedar Springs Way, Sacramento, CA 95832
South	Tuesday	12	10,000	2829 51st Avenue, Sacramento, CA 95822
South	Wednesday	12	10,000	2700 Sutterville Road, Sacramento, CA 95820
South	Thursday	12	10,000	6800 Folsom Blvd., Sacramento, CA 95819
Metro	Monday	2	5,000	1420 H Street, Sacramento, CA 95814
Metro	Tuesday	2	5,000	1420 H Street, Sacramento, CA 95814
Metro	Wednesday	2	5,000	1420 H Street, Sacramento, CA 95814
Metro	Thursday	2	5,000	1420 H Street, Sacramento, CA 95814

The Transportation Cost for each center point will be calculated using this process:

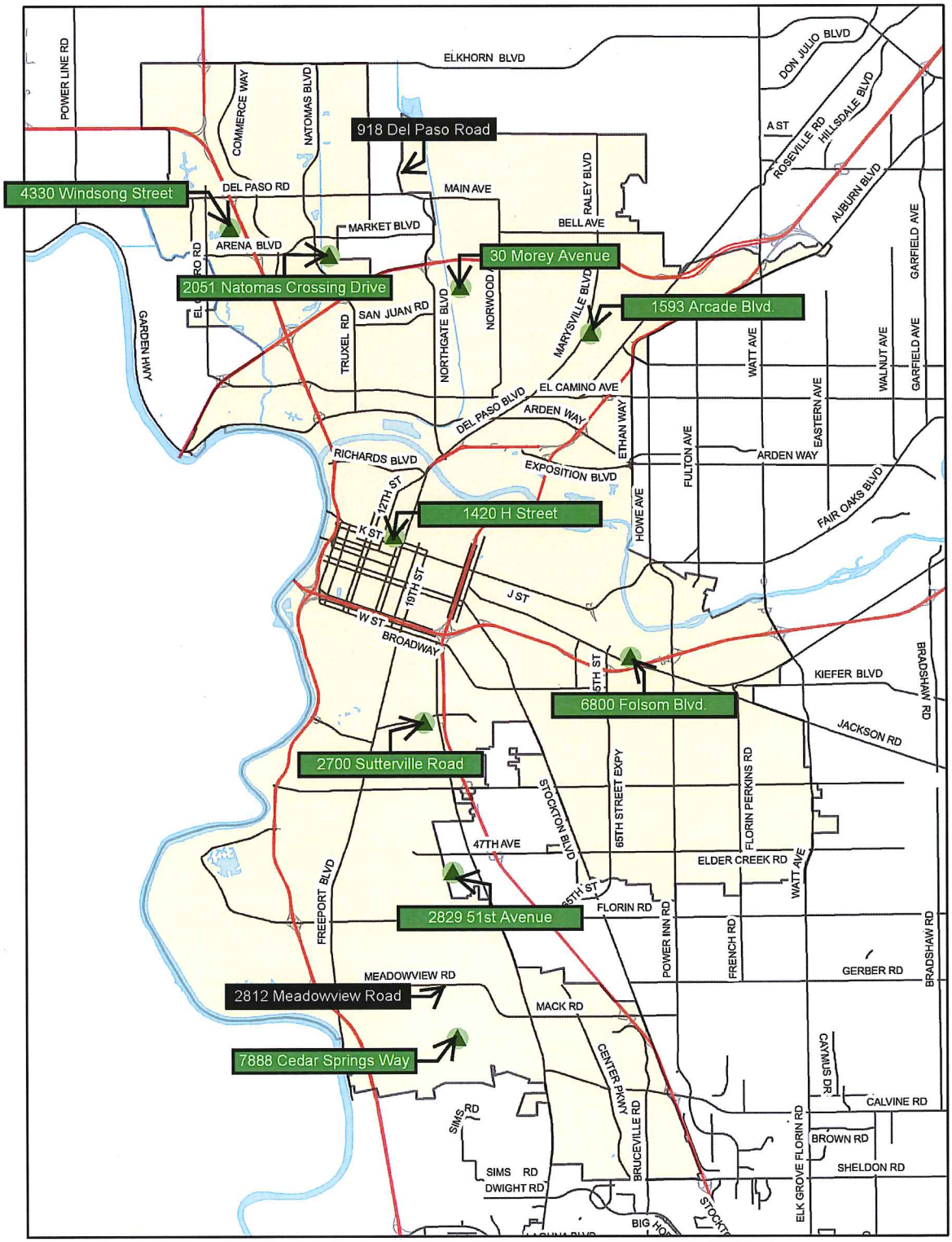
1. Open Google Maps (maps.google.com).
2. Click "Get Directions".
3. Adding the following points for directions:
   a. Center point of region/day in question *(leaving route to unload collected green waste)*
   b. Bidder's facility *(dumping 1st load of green waste)*
   c. Center point *(returning to route)*
   d. Bidder's facility *(dumping 2nd load of green waste)*
   e. Yard for region *(parking the truck at the end of the service day)*
      North Yard: 918 Del Paso Road, Sacramento, CA 95834
      South Yard: 2812 Meadowview Road, Sacramento, CA 95832
4. Record the miles shown.
5. Calculate the transportation cost, at $5.32/mile, multiplied by the number of routes for that region/service day, then by 52 weeks for one full year of service.

Once the transportation cost of each region/service day combination is calculated for one year, the region/service day transportation cost will be added together, to give the transportation cost for each region. Then the Contract Tipping Fee will be added to this cost, to give the complete bid. The below example follows this process, using a fictional facility at 20 28th Street, which is the site of the City's closed landfill, and the site of the City's former composting operations, for the Metro/Monday combination:

1. The following points are entered in Google Maps for directions:
   a. 1420 H Street, Sacramento, CA 95814
   b. 20 28th Street, Sacramento, CA 95816
   c. 1420 H Street, Sacramento, CA 95814
   d. 20 28th Street, Sacramento, CA 95816
   e. 2812 Meadowview Rd, Sacramento, CA 95832
2. Google shows this route would be 37.8 miles.
3. Transportation cost calculation:
   (13.9 miles x $5.32/mile) * 2 routes * 52 weeks = $7,690.59.

Each bid will be evaluated by the total Tip Fee and Transportation Cost for the first year. City staff will do the final evaluation calculation. The spreadsheet that City staff will use is available on the City's bid web site (www.planetbids.com/portal/portal.cfm?CompanyID=15300). The completed spreadsheet may be submitted with the bid package.

Center Points Map



E. BID SIGNATURE PAGE

Bid No. B14131711005 FOR GREEN WASTE PROCESSING

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, General Provisions 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: _____

ADDRESS: _____

PHONE #: _____ FAX #: _____ E-MAIL: _____

STATE TAX I.D. #: _____ FED. TAX I.D. #: _____

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) _____

PRINT NAME: _____

TITLE: _____

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.

City of
SACRAMENTO
Recycling & Solid Waste

February 9, 2014

Addendum No. 2 to Bid No. B14131711005 for Green Waste Processing

1. **Delivery Schedule of Green Waste Material**

   This is to clarify how the material will be delivered. On page 24 of the bid documentation, each region/ day combination lists the number of routes for that region/day. For the purposes of this bid, each route consists of only one truck. Each truck is expected to make two deliveries on a given region/service day.

   For example, the Metro/Monday combination has two routes. From the Metro area on Mondays, two trucks will deliver two loads of green waste. Over the year, the City estimates that these two trucks will deliver up to 5,000 tons of green waste.

   Per Section III D. Pricing Schedule (page 23), "The City makes no guarantee on the amount of material that will actually be delivered."

2. **Contamination**

   If a driver sees that a green waste can or pile is contaminated, he will not pick up the load, but instead tag it with a violation notice.

   Please also note that, on page 23, the following was updated in Section III – Bidder Response Requirements / D. Pricing Schedule / 1. Contract Tipping Fee:

   Original:
   Cost for the green waste material delivered to the facility by the City for processing over one year, which for evaluation purposes are broken up by region, as defined below. The City makes no guarantee on the amount of material that will actually be delivered. *Contract Tipping Fee will include all costs to the City, including contamination and administration fees. Separate line items on invoices, such as an administration fee, will not be paid by the City.*

   Changes:
   Cost for the green waste material delivered to the facility by the City for processing over one year, which for evaluation purposes are broken up by region, as defined below. The City makes no guarantee on the amount of material that will actually be delivered. *Contract Tipping Fee is to be all-inclusive, ~~will include all costs to the City,~~ including contamination and administration fees. Separate line items on invoices, such as an administration fee, will not be paid by the City.*

   Final:
   Cost for the green waste material delivered to the facility by the City for processing over one year, which for evaluation purposes are broken up by region, as defined below. The City makes no guarantee on the amount of material that will actually be delivered. *Contract Tipping Fee is to be all inclusive, including contamination and administration. Separate line items on invoices, such as an administration fee, will not be paid by the City.*

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2812 Meadowview Road, Bldg 1
Sacramento, CA 95832
www.sacrecycle.org

City of
SACRAMENTO
Recycling & Solid Waste

February 26, 2014

Addendum No. 3 to Bid No. B14131711005 for Green Waste Processing

Extending Award Timeline

The City's existing agreement for green waste processing terminates on June 30, 2014. Due to this time requirement, the City is unable to delay contract awards. Per Section II Contract Documents, B. Technical Specifications, Paragraph 3, "Contractor must demonstrate having the permitted capacity to accept and process the tonnage amount submitted with its bid." Awarded contractors must be ready on July 1st, 2014 to accept the green waste generated by the City's residential yard waste program.

Current Green Waste Processing Rates

Currently, the City of Sacramento delivers all of its green waste to the Elder Creek Transfer Station for processing, per City Agreement 2009-0454. This facility, operated by Republic Services, is located at 8642 Elder Creek Road, Sacramento, CA 95828. The current rate schedule, per Amendment 4 to this agreement, is as follows:

Tonnage	Rate
0-40,000	$30.00
40,001-50,000	$26.00
50,001-60,000	$25.75
60,001-70,000	$25.50
70,001 and up	$25.25

Delivery Schedule

At the pre-bid meeting, one applicant asked how the delivery schedule may be determined. For example, Applicant A chooses to only bid on 10,000 tons of green waste per year. Under the evaluation process, this may mean only one region/day combination would be delivered to Applicant A's facility. For evaluation purposes, this would mean the facility in question would only receive yard waste one day a week. After award, however, the City may choose other nearby specific routes to spread the delivery of green waste to more than one day per week. The City reserves the right to make these types of adjustments, but does not guarantee them, nor does the City guarantee the delivery of any amount of green waste over the term of the awarded contract.

Alternative Daily Cover (ADC)

At the pre-bid meeting, the City clarified that the green waste delivered may be processed in any legal manner, as long as the City receives diversion credit for the material. This means ADC is an acceptable end use as long as the California Department of Resources Recycling and Recovery (CalRecycle) considers ADC to be diversion and not disposal. There is California legislation in development that may bar green waste used as ADC from being counted as diversion. If this occurs, and none of the awarded

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vendors are capable of honoring current agreements under the defined rate structure, the City will issue a new Invitation for Bid for green waste processing, and terminate the current agreements within a reasonable timeframe.

Local Enforcement Agency (LEA)

One attendee at the pre-bid meeting asked who the LEA is for the City of Sacramento. It is the Sacramento County Environmental Management Department. More information about this agency is available online at http://www.emd.saccounty.net/.

Tiered Rate Structure

There is an error in tiered rate table in Section III - Bidder Response Documents, C. Items Requiring Bidder Response. The tiered rate should be in 20,000 ton segments - the 25,001-40,000 is a mistype. It should read as:

Facility #1	
Address:	
Maximum Tons Accepted:	
Tons/Fiscal Year	**$/ton**
0 - 20,000	
20,001 – 40,000	
40,001 – 60,000	
60,001 +	

Facility #2	
Address:	
Maximum Tons Accepted:	
Tons/Fiscal Year	**$/ton**
0 - 20,000	
20,001 – 40,000	
40,001 – 60,000	
60,001 +	

City of
SACRAMENTO
Recycling & Solid Waste

February 28, 2014
Addendum No. 4 to Bid No. B14131711005 for Green Waste Processing

This addendum is in response to written questions submitted via email to Chris Thoma (cthoma@cityofsacramento.org).

1. **How is the facility(s) handling the green waste currently after the city has disposed of it at their facility(s)? Is it going to the landfill as alternative daily cover (ADC)? Is it being composted? Is some of it being incinerated for electricity?**

   Green waste delivered to the Elder Creek Transfer Station, the destination for all of the City's residential green waste, is currently processed for three primary uses:

   - bio mass fuel
   - alternate daily cover
   - direct application soil amendment

2. **What is the current diversion rate for the green waste? Can you provide a contamination percentage currently in the green waste?**

   In FY13 (July 1, 2012 – June 30, 2013), the average contamination rate was 4.4%, or a diversion rate of 95.6%. So far, in FY14 (July 1, 2013 – December 31, 2013), the average contamination rate is 5.9%, or a diversion rate of 94.1%.

3. **Are there really only 2 routes per day in the Metro Area? How do two routes collect the same amount of tons per year as the 8 routes in the North without going to and from a disposal site more than twice a day?**

   There are only two routes per a day in the Metro region. The estimates of tons generated by each region/day combination are for evaluation purposes only. While City staff developed the bid package to represent current operations, some numbers were used to simplify the calculations required to evaluate each bid.

4. **Please forward the permitting requirements.**

   CalRecycle has a web page that describes the permitting process:

   http://www.calrecycle.ca.gov/swfacilities/permitting/permittype/fullpermit/

   Sacramento County Environmental Management Department also has this web page related to permitting:

   http://www.emd.saccounty.net/envcomp/SW/SolidWaste.html

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Sacramento, CA 95832
www.sacrecycle.org

5. **Please forward Diversion Credit Codes, compliance statues for non-green waste discharge.**
   CalRecycle has a web page that covers composting and green waste, including statutes and regulations, permitting, enforcement, and other information:

   http://www.calrecycle.ca.gov/SWFacilities/Compostables/

6. **Please clarify labor allowances for labors, operators, testing personnel costs.**
   As stated in Section III Bidder Response Documents, D. Pricing Schedule, "Contract Tipping Fee will include all costs to the City, including contamination and administration fees." Per this section, there are no allowances.

7. **Please clarify Prevailing Wage.**
   The Prevailing Wage Ordinance is governed by Sacramento City Code Chapter 3.60.180. More information on this ordinance, as well as the other City's ordinances related to contracts, may be found online here:

   http://www.cityofsacramento.org/generalservices/procurement/ordinances/

8. **Please clarify Small Business, DBE or MBE allowances or advantages.**
   The City of Sacramento currently has no bidding preferences related to Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), or Minority Business Enterprise s (MBE). The Emerging and Small Business Enterprise (E/SBE) program was sunset on November 19, 2013.

   However, the City recently changed the Local Business Enterprise (LBE) program preference from two percent to five percent on November 19, 2013. Also, effective January 16, 2014, the LBE program qualification is required for Supplies and Non-Professional Services contracts. More information may be found on the City's web site here:

   http://portal.cityofsacramento.org/Economic-Development/Small-Business/LBE

9. **Please list and identify all documents required for bid submission and award.**
   Per Section III Bidder Response Documents, C. Items Requiring Bidder Response, these items are required in the bid package to be considered responsive:

   - Invitation for Bid Cover page (page1)
   - Address of facility or facilities to receive green waste, and the tiered tipping fee for each facility (page 20)
   - Local Business Enterprise (LBE) Participation Program form (page 21)
   - Electronic Funds Transfer (EFT) Discount form (page 22)
   - Signed bid signature page (page 26)

   Optional: completed worksheet for each facility, showing estimated tipping fee and transportation costs.

City of
SACRAMENTO
Recycling & Solid Waste

March 4, 2014
Addendum No. 5 to Bid No. B14131711005 for Green Waste Processing

This addendum is in response to written questions submitted via email to Chris Thoma (cthoma@cityofsacramento.org).

1. **On page 13, number 12 talks about subcontracts and assignments. Is this saying that no part of the work can be subcontracted?**

   This section is stating that the contractor must get prior authorization from the City of Sacramento before it may subcontract the scope of work of the agreement to another party, whether in whole or in part. If the City does authorize this, the contractor must select all subcontractors on a competitive basis in a manner approved by the City.

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Sacramento, CA 95832
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CITY OF SACRAMENTO

Department of General Services
Recycling and Solid Waste Division

Bid Number: B14131711005

INVITATION FOR BID
And
Contract Specifications Nonprofessional Services
FOR: Green Waste Processing

Bids Must Be Received Up To The Hour of 2:00 P.M. on March 12, 2014

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
4th Floor Public Counter
Sacramento, CA 95814

Pre-Bid Conference: **February 18, 2014 @ 2:00 pm**
Mandatory: **[X] No** **2812 Meadowview Road**
[ ] Yes **Building 1, Training Room**
Sacramento, CA 95832

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:

(Bidder to complete the following information)

Name of Bidder: Republic Services of Sacramento - Kristi Taddonio

Address: 3326 Fitzgerald Road

City, State, Zip Code: Rancho Cordova, CA 95742

Phone Number: 916.631.0600

Email Address: KTaddonio@RepublicServices.com

Revision (Procurement) (1-8-2014)

PART I - INTRODUCTORY LETTER

March 12, 2014

Office of the City Clerk
Chris Thoma, Program Analyst
915 I Street, New City Hall
4th Floor Public Counter
Sacramento, CA 95814

Re: City of Sacramento Invitation for Bid for Green Waste Processing

Dear Mr. Thoma:

Republic Services of Sacramento, formerly Allied Waste, is pleased to respond to the Invitation from the City of Sacramento Recycling and Solid Waste Division to bid on green waste processing services. As a fully integrated solid waste management and recycling company, Republic Services is well equipped to serve the City's residential green waste processing needs. Also, as the current green waste processing provider for the City, we have a full understanding of the necessary requirements to not only meet the stipulations of the contract but also provide superior service. As a company, we have a high service commitment and a great respect for the hard work required to be the City's green waste processing service provider. As evidenced by our quality service for the past year and by our service throughout the Sacramento region, it is clear that Republic Services is the best choice to continue providing green waste processing for the City of Sacramento.

Republic Services has a long and distinguished history of reliably meeting the needs of our customers. For more than 35 years Republic Services of Sacramento and its predecessor companies, have been proud to provide solid waste and recycling services in the City of Sacramento, and currently provide residential solid waste, recycling and green waste collection services to nearly 90,000 residential customers in the cities of Elk Grove, Citrus Heights and Rancho Cordova. In addition to our vast experience, our local personnel, financial assets, and capability make us uniquely qualified to provide the requested services.

Our proposal and approach to this project are comprehensive, and include the following elements:

- A detailed work plan for processing and diversion of the City's green waste materials;
- Guaranteed capacity to receive the City's green waste materials;
- A qualified facility and operational standards that meet all of the City's requirements;
- Over ten years of continued operations and experience processing and diverting green waste materials

The principal contact for this bid is:

Kristi Taddonio
General Manager
3326 Fitzgerald Road
Rancho Cordova, CA 95742

E-mail: **KTaddonio@Republicservices.com**
Office Phone: **(916) 438-5072**
Fax Number: **(916) 436-5027**
Cell: **(480) 221-8653**

We are excited about this opportunity to continue our partnership with the City of Sacramento in providing green waste processing services. We welcome the opportunity to meet with you to further discuss this project and the potential for a continued and long term partnership.

Thank you for your consideration.

Sincerely,

Kristi Taddonio
General Manager
Republic Services

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Appendix (Bidder Response Documents)

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Appendix B - Performance Bond 18

Appendix C –City of Sacramento Business Operations Tax Certificate 19

Appendix D - Audited Financial Statements 20

Appendix E – Additional References 21

Attachment A - Drug Free Workplace Affidavit

Attachment B - Bid Signature Page

CITY OF SACRAMENTO RECYCLING AND SOLID WASTE BID FOR GREEN WASTE PROCESSING

SECTION I:

COMPANY INFORMATION	
Company Name	Republic Services of Sacramento
Address	3326 Fitzgerald Road
City, ZIP	Rancho Cordova, CA 95742
Phone	916-438-5072
Contact Person	Kristi Taddonio
Title	General Manager
E-mail address	KTaddonio@republicservices.com
Federal ID #	20-1838910
Year Organized	1978
Number of employees	179

CORPORATE INFORMATION	
Type of company	☒ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture
Parent Company Name (if applicable)	Republic Services, Inc.
Address	18500 North Allied Way
City, ZIP	Phoenix, 85054
Phone	480-627-2700
State in which parent company is based: Arizona	
Date of incorporation	July 1, 1998
Partnership Companies	☐ General ☐ Limited
Contact Information of Partners or Joint Venture Firms	Republic Services, Inc. is a publically traded company on the New York Stock Exchange (NYSE symbol: RSG). As of December 31, 2012, the ownership of common stock by each shareholder who is known by Republic Services to own more than 10 percent of outstanding common stock includes: Cascade Investment, LLC (89,634,760 shares worth 24.5%).

SECTION II:

HISTORY AND EXPERIENCE

Republic Services is the second largest non-hazardous recycling and waste management company in the United States. As a national leader, Republic Services' expertise in collecting solid waste, recyclables and green waste within municipalities has been perfected over more than three decades of fine-tuning various collection methods, vehicle maintenance, safety programs, customer service training and support services. By listening to our customers' needs and responding through the implementation of efficient, effective and user-friendly services, Republic Services continues to be an industry leader in solid waste and recycling services. Republic Services puts the customer first, and the City of Sacramento will be no exception.

Republic Services has implemented successful programs to collect and manage green waste across northern California and has a solid, long-standing relationship with Vito Trucking. Republic Services has a vast pool of experienced individuals available to assist with operational plan development and implementation. We are confident in our ability to perform, not only because of the nation-wide expertise of the Company, but more specifically because of the experienced team of professionals that will be available and responsible for servicing the City of Sacramento.

All decisions regarding services for the City of Sacramento will be made by the local management team. This philosophy is part of our decentralized management approach which empowers local managers to offer unique services provided in each and every community we serve. By choosing Republic Services of Sacramento as a business partner, the City of Sacramento will be making a decision to work with a Fortune 400 Company that is a proven industry leader and an organization that thinks progressively, with sustainability in mind. Our familiarity and experience with the required type of service, contract structure and availability of our asset base to service the City, allows our firm to provide for all the terms of the contract and needs of the City.

HISTORY OF SERVICES & EXPERIENCES	
Services:	**Number of years:**
Commercial MSW Collection (_X_ roll-off, _X_ front-end)	35
Curbside Green Waste Collection (cart based)	12
Curbside Solid Waste Collection and Disposal (cart based)	9
Curbside Recycling Collection and Processing (cart based)	9
Used Oil, Oil Filters Collection & Recycling/Processing	9
White Goods Collection Services / Bulky Goods Collection Services	9
Household Hazardous Waste (HHW) Collection	2
Other: Sharps	2

A. ENVIRONMENTAL RESPONSIBILITY

Consistent with the City's Sustainable Procurement Policy, Republic Services provides not only superior service but also environmentally responsible practices. We implemented state of the art electronic grinding equipment in January of 2012. The Trommel Screen (aka grinder) is used to process all green material and wood. This practice allows us to operate efficiently and responsibly as electric grinders are quieter than diesel machines and do not produce any emissions.

Green waste material processed at the Elder Creek Transfer and Recovery station (ECTR) will be diverted from the landfill toward land application or converted to energy. To do this, the end product must be virtually contaminant free. Historically, Republic Services has proven the commitment to a superior end-product by managing quality control and keeping the end product clean through the removal of plastics and other contaminants. The high-quality product delivered to the end user supports long term relationships and consistency in service. All green material processed at our facility undergoes three separate processes for removal of contaminants. These processes include two manual and one automated to ensure the highest quality of end product is created.

Republic Services has a sound and reliable relationship with Vito Trucking, LLC which has been fostered for over 10 years. Since 2009, Republic Services has specifically partnered with Vito Trucking, LLC to convert green waste into a high quality, clean, reusable green material. Upon award of the contract, Republic Services will have the ability to continue to provide premium service to the City of Sacramento.

B. PROJECT TEAM

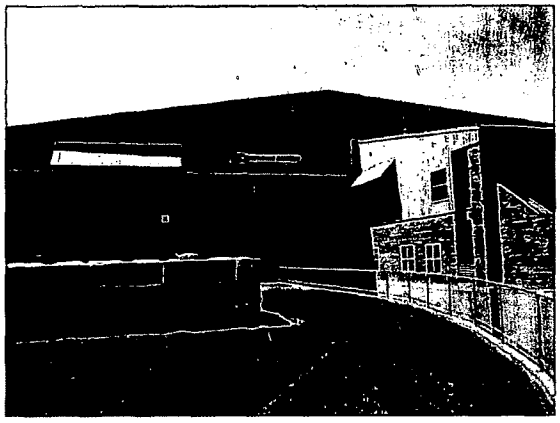
Republic Services is committed to dedicating ample staff to this work, and excited for the potential opportunity. Republic Services local staff for this work is comprised of:

Kristi Taddonio	General Manager
Ryan Byrd	Operations Manager
Johnnise Foster-Downs	Municipal Services Manager
Josie Kalbakian	Community Outreach Manager
Transfer Station Employees	Permanent and temporary staff

SECTION III:

DETAILED WORK PLAN

The Elder Creek Transfer and Recovery Station accepts a wide range of materials, including green waste. Material received from the City of Sacramento will be processed at the transfer station which will involve material receiving and handling areas, grinding and shredding areas, and contaminant areas.



Republic Services green waste material processing and work plan proposal consists of the following steps:

- Truck is weighed in at the inbound certified scale (a)
- A ticket is assigned, and material is received
- Material is received in tipping area separate from the general public (spotting of City trucks while tipping is provided.)
- City truck(s) weigh out at the outbound certified scale
- Green Material is manually inspected and contaminants are removed (b)
- Green Material is ground on site with electric grinding equipment (more contaminants are removed through this process)
- Processed material has final manual inspection and removal of any remaining contaminants
- Green material is loaded, weighed, and transported to end-user
- Reporting of diverted material upon request (c)

(a) All inbound and outbound loads of materials will be weighed in at the facility scales and load data will be recorded in a PC Scales/TRUX or similar weighing database programs. The weighing system has been specifically designed for use by transfer, disposal and recycling operations and allows for the recording and reporting on all material flows. Inbound and outbound loads are recorded by customer, weight, truck number, date, time and material type.

(b) Collected green waste materials will be manually inspected and contaminants removed. Green waste material will then be loaded directly into Trommel Screen equipment for grinding and vacuum contamination removal. Ground material will go through a final manual inspection to remove any remaining contamination before being loaded for transport. Most of the processed green material will be transported to a Cogeneration plant to be processed into renewable energy. A portion will be transported for use as agricultural land application and a small fraction will be used as Alternative Daily Cover in the Landfill.

(c) Republic Services is committed to communicating the ample reports necessary, upon request by the City. Reports will include the weight of green waste material processed, identify the end-use for processed material and provide other information as requested.

SECTION IV:

BIDDER RESPONSE AND ADDITIONAL INFORMATION

Bidders must provide responses 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. CALCULATED BID:

Tipping Fee

FACILITY	
Elder Creek Transfer and Recovery Station 8642 Elder Creek Road Sacramento, CA 95828	
Maximum Tons Accepted: 80,000	
Tons/Fiscal Year	$/Ton
0 – 20,000	$31.75
20,001 – 40,000	$29.75
40,001 – 50,000	$29.25
50,001 – 60,000	$28.75
60,001+	$28.25

2. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☒ **Yes** – the firm submitting the bid is qualified as a local business enterprise.
☐ **No** – the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide a current copy of the City of Sacramento Business Tax Certificate and/or County of Sacramento Business License Number:

159180

If the response to the above is YES, provide business office or workspace address:

8642 Elder Creek Road
Sacramento, CA 95828

3. PAYMENT DISCOUNT

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

If Yes, the Payment Discount is ____% for payment within ____ 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 (ENTITELED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT)

Do you have the ability to accept electronic payments (EFT)? ☒ Yes ☐ No
If Yes, what percentage discount would you offer the City to be paid through EFT? ___%

Republic Services has the ability to accept electronic payment (EFT). Currently, there is a high net cost to processing the material so there is no discount at this time. However, should conditions change, Republic Services would be willing to sit down and discuss a discount.

ADDITONAL INFORMATION

PERMIT AND REGULATORY COMPLIANCE

Republic Services Elder Creek Transfer and Recovery Facility allows for Material Recovery, Transfer Station, and Processing Facility operations. The facility is permitted to operate 24 hours per day, 7 days per week and can accept up to 2,500 tons per day. The facility has monthly inspections performed by the County of Sacramento and did not receive any notice of violations in 2013.

Local Regulatory Agency Contact
County of Sacramento
Environmental Management Department
105950 Armstrong Avenue
Mather, CA 95655-4153
Office Phone: 916.875.8484

CAPACITY GUARANTY

Republic Services guarantees the Elder Creek Transfer Station has enough capacity to process green waste and green materials delivered from the City of Sacramento throughout the term of the agreement.

CONTINGENCY PLANS

No other company can match Republic Services local resources and infrastructure to meet all of the City of Sacramento's needs throughout the life of the contract. Additional green waste composting is also available at Forward Landfill in Stockton and at the Newby Island Resource Recovery Park in San Jose, should a move in that direction arise in the future.

SECTION V:

REFERENCES

A. Public Entity Contracts:

Public Entity Name	Contact Name & Phone Number	Type of Service Provided
City of Sacramento	Steve Harriman (916) 808-4949	Green material grinding
City of Elk Grove	Cedar Kehoe (916) 478-3634 Integrated Waste Program Manager	Exclusive residential
	Richard Shephard (916) 478-2256 Public Works Director	Exclusive residential
City of Citrus Heights	David Wheaton (916) 727-4773 General Services Director	Exclusive residential
	Mary Poole (916) 727-4730 Operations Manager	Exclusive residential
City of Rancho Cordova	Cyrus Abhar (916) 851-8710 Public Works Director	Exclusive residential
	Kathy Garcia (916) 851-8712 Senior Civil Engineer	Exclusive residential

B. Private Entity Contracts:

Private Entity Name	Contact Name & Phone Number	Type of Service Provided
Carson Landscape	Randall Casavant 916.919.2551	Green waste and recycling
UC Davis	John Danby 916.734.9159	Compactors, commercial frontload trash and recycling
Blue Diamond	Geoff Pyka (916) 325-2825	Industrial boxes and compactors, commercial frontload trash and recycling
CHEP	Brian Lenck 916.230.4256	Wood recycling

APPENDICES – BIDDER RESPONSE DOCUMENTS

Appendix A – Certificate of Liability Insurance

Appendix B – Performance Bond

Appendix C – City of Sacramento Business Operations Tax Certificate

Appendix D – Audited Financial Statements

Appendix E – Additional References

ATTACHMENTS

Attachment A – Drug Free Workplace Affidavit

Attachment B – Bid Signature Page

APPENDIX A

CERTIFICATE OF LIABILITY INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: [illegible]	[illegible]
INSURER B: [illegible]	[illegible]
INSURER C: NATIONAL FIRE & MARINE INSURANCE COMPANY	[illegible]
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES CERTIFICATE NUMBER: [illegible] REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC			[illegible]	[illegible]	[illegible]	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ [illegible] $ [illegible] $ [illegible] $ [illegible] $ [illegible]
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			[illegible]	[illegible]	[illegible]	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ [illegible]
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	Y/N N	N/A	[illegible]	[illegible]	[illegible]	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ [illegible] $ [illegible] $ [illegible]

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 4903 - Named Insured Includes: Allied Waste Services of North America, LLC - DBA: Allied Waste Services of Sacramento - Republic Services of Sacramento

CERTIFICATE HOLDER

City of Sacramento
Department of Convention, Culture & Leisure
1030 15th St, Room 230
Sacramento, CA 95814
United States

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

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COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Sacramento, its officials, employees and volunteers 2812 Meadowview Rd. Sacramento, CA 95832-1411	RE: All locations as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04 © ISO Properties, Inc., 2004 Page 1 of 1

[illegible] Republic Services, Inc. [illegible]

Company Representative Signature
Old Republic Insurance Company

REPUBLIC SERVICES

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Sacramento, its officers, employees and volunteers 2012 Meadowview Rd, Sacramento, CA 95832-1641	Per All Locations as required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04 © ISO Properties, Inc., 2004 Page 1 of 1

REVIEW COPY Republic Services, Inc. 06/30/2013 - 06/30/2014

Margaret Barker
Company Representative Signature
Old Republic Insurance Company

WELLS FARGO

Wells Fargo
Insurance Services USA, Inc.
15 South Main Street, 3rd Floor (29601)
Post Office Box 3478
Greenville, SC 29602

Tel: 864 233 9626
Toll Free: 866 338 7154
www.wellsfargo.com/wfis

March 13, 2014

City of Sacramento
915 I Street, New City Hall
Sacramento, CA 95814

RE: Allied Waste Services of North America, LLC

Gentlemen:

We are writing to you at the request of Allied Waste Services of North America, LLC. This principal has or is about to submit a proposal for Bid for Green Waste Processing.

If a contract for this work is awarded to Allied Waste Services of North America, LLC, Fidelity and Deposit Company of Maryland a surety licensed to conduct business in the State of CA has agreed to act as surety on the bond as specified in the bid proposal.

Please let us know if you need anything further in this regard.

Sincerely,

Johanne S. Puckett

Johanne S. Puckett
Attorney-in-fact
Fidelity and Deposit Company of Maryland

Together we'll go far

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of March, 2014.

Thomas O. McClellan, Vice President

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jacqueline HAMPTON, Michelle PATTERSON and Johanne S. PUCKETT, all of Greenville, South Carolina, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of November, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 8th day of November, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 177-0029A

APPENDIX C

CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE

Republic Services of Sacramento (also known as Allied Waste Services of North America, LLC) has an active Business Operations Tax Certificate, scheduled to expire June 30, 2014. A portion of the business license is shown below. We plan on renewing this license as we get closer to the expiration.

MUST BE POSTED IN CONSPICUOUS PLACE

CITY OF SACRAMENTO
BUSINESS OPERATIONS TAX CERTIFICATE

159180 | 159180

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	ALLIED WASTE SVC N.AMERICA,L		
Business Address	3326 FITZGERALD RD		
Owner	ALLIED WASTE SVC N.AMERICA,L	07/01/2013	06/30/2014
Type of Business	WASTE SERVICES		
Tax Classification	401		Expires

CITY OF SACRAMENTO

ALLIED WASTE SVC N.AMERICA,LLC
3326 FITZGERALD RD
RANCHO CORDOVA, CA 95742-6809

JUL 24 2013 VOID IF NOT VALIDATED
PAID

TOTAL PAID: $3,764.76

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

APPENDIX D

AUDITED FINANCIAL STATEMENTS

Republic Services is a publically traded, Fortune 400 company with the Corporate office based in Phoenix, AZ. Republic Services achieved $768M in adjusted free cash flow, $654M in Cash returned to stockholders, $329M in dividends, $325M in share repurchases, and $100M in strategic acquisitions for the year-ended 2012. 2013 Financials have not been publically posted yet.

Republic Services employs 30,000 nationwide, deploys 15,000 waste and recycling trucks, and operates in 39 states and Puerto Rico. We believe we operate the eighth largest vocational fleet in the United States. As of December 31, 2012, our average fleet age was 7 years. These details and more can be found in our audited Annual Report, available online at: http://www.republicservices.com/Corporate/InvestorRelations/investor-relations.aspx

	Year Ended December 31,				
	2012	2011	2010	2009	2008
Statement of Operations Data:					
Revenue	$ 8,118.3	$ 8,192.9	$ 8,106.6	$ 8,199.1	$ 3,685.1
Expenses:					
Cost of operations	5,005.7	4,865.1	4,764.8	4,844.2	2,416.7
Depreciation, amortization and depletion	848.5	843.6	833.7	869.7	354.1
Accretion	78.4	78.0	80.5	88.8	23.9
Selling, general and administrative	820.9	825.4	858.0	880.4	434.7
Negotiation and withdrawal costs – Central States Pension Fund	35.8	-	-	-	-
(Gain) loss on disposition of assets and impairments, net	(2.7)	28.1	19.1	(137.0)	89.8
Restructuring charges	11.1	-	11.4	63.2	82.7
Operating income	1,320.6	1,552.7	1,539.1	1,589.8	283.2
Interest expense	(388.5)	(440.2)	(507.4)	(595.9)	(131.9)
Loss on extinguishment of debt	(112.6)	(210.8)	(160.8)	(134.1)	-
Interest income	1.0	0.3	0.7	2.0	9.6
Other income (expense), net	3.4	4.3	5.4	3.2	(1.6)
Income before income taxes	823.9	906.3	877.0	865.0	159.3
Provision for income taxes	251.8	317.4	369.5	368.5	85.4
Net income	572.1	588.9	507.5	496.5	73.9
Net (income) loss attributable to noncontrolling interests	(0.3)	0.3	(1.0)	(1.5)	(0.1)
Net income attributable to Republic Services, Inc.	$ 571.8	$ 589.2	$ 506.5	$ 495.0	$ 73.8
Basic earnings per share attributable to Republic Services, Inc. stockholders:					
Basic earnings per share	$ 1.56	$ 1.57	$ 1.32	$ 1.30	$ 0.38
Weighted average common shares outstanding	366.9	376.0	383.0	379.7	196.7
Diluted earnings per share attributable to Republic Services, Inc. stockholders:					
Diluted earnings per share	$ 1.55	$ 1.56	$ 1.32	$ 1.30	$ 0.37
Weighted average common and common equivalent shares outstanding	368.0	377.6	385.1	381.0	198.4
Cash dividends per common share	$ 0.91	$ 0.84	$ 0.78	$ 0.76	$ 0.72
Other Operating Data:					
Cash flows from operating activities	$ 1,513.8	$ 1,766.7	$ 1,433.7	$ 1,396.5	$ 512.2
Capital expenditures	903.5	936.5	794.7	826.3	386.9
Proceeds from sales of property and equipment	28.7	34.6	37.4	31.8	8.2
Balance Sheet Data:					
Cash and cash equivalents	$ 67.6	$ 66.3	$ 88.3	$ 48.0	$ 68.7
Restricted cash and marketable securities	164.2	189.6	172.8	240.5	281.9
Total assets	19,616.9	19,551.5	19,461.9	19,540.3	19,921.4
Total debt	7,070.5	6,921.8	6,743.6	6,962.6	7,702.5
Total stockholders' equity	7,705.7	7,683.4	7,848.9	7,567.1	7,282.5

APPENDIX E - ADDITIONAL REFERENCES

CITY OF ELK GROVE

Republic Services is the definition of an outstanding community partner. Not only is their service impeccable, but everywhere I turn, Republic Services is giving back to Elk Grove. **Mayor, Gary Davis**

Both personally and professionally, Republic's service in Elk Grove has been above expectations. The service to our community has been top notch but it does not end there. Recently, Republic's donation of a garbage truck to our sister city in El Salvador has changed their life. Previously, they did not have a garbage truck and this caused high labor and fuel expense issue for them to take several trucks a day 1-1/2 hours away to the garbage disposal site. Personally, Republic has helped take care of the garbage and recycle needs of several major events that have been hosted by me and my family in Elk Grove. I give Republic Services the "Best of the Best" Award". **Vice Mayor Steven M. Detrick**

CITY OF CITRUS HEIGHTS

The City of Citrus Heights is proud to be a long term partner with Republic Services in providing excellent services to residents of our City. Republic Services has proved itself capable of delivering quality services time and time again based on the feedback received throughout the City. Republic Services is connected to Citrus Heights through its community involvement and commitment to giving back to our City in countless ways too numerous to describe.

As the Vice Mayor, I am pleased with our business arrangement because Republic Services continuously exceeds my satisfaction in its support and services to our City. I thank Republic Services on behalf of all our residents, for a job well done! **Vice Mayor Mel Turner**

Although Republic Services has received the highest level of satisfaction of any service in our two most recent Community Satisfaction Surveys, they continue to improve and make better their services. We are proud to have them as a true partner. Republic is a common thread in our effort to present the best image of Our City.

David Wheaton, General Services Director

CITY OF RANCHO CORDOVA

When we incorporated Rancho Cordova ten years ago, solid waste collection was one of the urban services that was sorely in need of upgrading. In a competitive bid process, Republic Services (under a predecessor name) was hired, making an immediate difference in service to our residents. The quality and diversity of services offered has continued to expand the entire time. The residential rates remain reasonable and provide flexibility in container sizes and prices. They offer the largest ability to recycle household cast-offs that we are aware of. Staff at all levels are friendly, service minded, and community minded – which is very important to a close knit community like ours. My best example of their quality of service involves a cold, rainy, very windy collection morning when my trash can blew over just as the truck was a couple of doors away. I rush out in the rain to try to set it back up again in time for the truck, when down the street comes a supervisor. He is walking with the truck to make sure that everyone's can is upright so that the truck can pick it up. He tells me to "go back inside out of the rain...that's his job"! I have never forgotten that day and the thoughtfulness that went into that simple action. There are other, more dramatic stories involving their drivers, but Republic Services continues to prove that Rancho Cordova has made the best choice in garbage companies!

Mayor, Linda Budge

The City of Rancho Cordova is very pleased with the services provided to the community by Republic Services. We have a great working relationship with their staff and they have been able to resolve unexpected issues promptly and efficiently. We also greatly appreciate the services provided by Republic Services in support of community events. Thank you for a job well done!

Cyrus Abhar, Public Works Director

ATTACHMENT A

B. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED. **Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.**

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractors policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

a. Abide by the terms of the statement.
b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or

   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____ _____ _____

Date | Violation Type | Place of Occurrence

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: REPUBLIC SERVICES OF SACRAMENTO

BY: [signature] GENERAL MANAGER Date: 3/12/14

Signature | Title

Effects of violations: a. Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

ATTACHMENT A

SECTION III – BIDDER RESPONSE DOCUMENTS

B. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.

Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

a. Abide by the terms of the statement.
b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____ _____ _____

Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: REPUBLIC SERVICES OF SACRAMENTO

BY: _____ GENERAL MANAGER **Date:** 3/12/14
Signature **Title**

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

REPUBLIC SERVICES

ATTACHMENT B

E. BID SIGNATURE PAGE

Bid No. 814131711005 FOR GREEN WASTE PROCESSING

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, General Provisions 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: REPUBLIC SERVICES OF SACRAMENTO

ADDRESS: 3326 Fitzgerald Rd, Rancho Cordova, CA 95742

PHONE #(916) 631-0600 FAX #:(916) 436-5027 E-MAIL: ktaddonio@republicservices.com

STATE TAX I,D. #: 20-1839910 FED. TAX I.D. #: 91 0714701

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

X Corporation Limited Liability Company

Other *(please specify)*: _____

BY: (signature of authorized person) [signature]

PRINT NAME: KRISTI TADDONIO

TITLE: GENERAL MANAGER

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.

March 12, 2014

Signature of Authorized Representative Date

Kristi Taddonio

Print Name

General Manager

Title

ATTACHMENT B

SECTION III – REQUIREMENTS

E. BID SIGNATURE PAGE

Bid No. B14131711005 FOR GREEN WASTE PROCESSING

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, General Provisions 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: REPUBLIC SERVICES OF SACRAMENTO

ADDRESS: 3326 Fitzgerald Rd, RANCHO CORDOVA, CA 95742

PHONE #: 916 631 0600 FAX #: 916 436 5027 E-MAIL: ktaddonio@republicservices.com

STATE TAX I.D. #: 20-1838910 FED. TAX I.D. #: 910714701

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
X Corporation ____ Limited Liability Company
____ Other (*please specify:* _____)

BY: (signature of authorized person) [signature]

PRINT NAME: KRISTI TADDONIO

TITLE: GENERAL MANAGER

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.

C. 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. CALCULATED BID

The City has posted a spreadsheet developed in Microsoft Excel to demonstrate how City staff will do the final evaluation calculations. Bidders are required to submit the following information to ensure an accurate evaluation of their bid. However, bidders may submit the completed spreadsheet with the other items as a reference.

Tipping Fee

Enter the fee, per ton, for the first contract year (July 1, 2014 – June 30, 2015), by facility. Evaluation will be based on the total tipping fee for 80,000 tons, or the total tons bid, whichever is lower. If multiple facilities bid, the closest region/service day combination(s) will be used until the maximum tonnage is met.

Facility #1 Elder Creek Transfer Station		**Facility #2**	
Address: 8642 Elder Creek Road Sacramento, CA 95828		Address:	
Maximum Tons Accepted: 80,000		Maximum Tons Accepted:	
Tons/Fiscal Year	**$/ton**	**Tons/Fiscal Year**	**$/ton**
0 - 20,000	$31.75	0 - 20,000	
25,001 – 40,000	$29.75	25,001 – 40,000	
40,001 – 50,000 50,001 – 60,000	$29.25 $28.75	40,001 – 60,000	
60,001 +	$28.25	60,001 +	

B. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.

Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

a. Abide by the terms of the statement.
b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____ _____ _____

Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: _____

BY: _____ **Date:** _____

Signature **Title**

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

2. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE's principle business office or workspace; or
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

[X] **YES** - the firm submitting the bid is qualified as a local business enterprise.

[ ] **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

159 180

If the response to the above is **YES**, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

8642 Elder Creek Road
Sacramento, CA 95828

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

3. PAYMENT DISCOUNT

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

If Yes, the Payment Discount is _____% for payment within _____ 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").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [X] or No [ ]

If Yes, what percentage discount would you offer the City to be paid through EFT? 0 %