

1.2

THOMAS V. LEE
DEPUTY CITY MANAGER
DOWNTOWN DEPARTMENT

CITY OF SACRAMENTO
CALIFORNIA

1030 15TH STREET
SUITE 250
SACRAMENTO, CA
95814-4009

PH 916-264-8109
FAX 916-264-7279

October 26, 1999

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Ordinance Establishing the Old Sacramento Collection District

LOCATION AND COUNCIL DISTRICT Old Sacramento Historic District
Council District 1

RECOMMENDATION:

It is recommended that Council adopt an ordinance establishing the Old Sacramento Collection District which provides for the selection of a single garbage service provider for the privately owned portion of the Old Sacramento Historic District (OSHD). It is further recommended that Council adopt a Resolution authorizing the City Manager to release a Request for Proposal for Provision of Garbage Collection Services in the Old Sacramento Historic District.

CONTACT PERSON: Ed Astone, Old Sacramento Town Manager, 264-8209

FOR COUNCIL MEETING OF: November 2, 1999

SUMMARY:

The proposed ordinance will provide an effective and efficient integrated solid waste management system, which includes solid waste collection, recycling and waste management for Special Events programs for that portion of OSHD proposed to be in the collection district. All of OSHD east of Front Street is in the district. The City will continue to service the garbage/trash needs of the waterfront and the businesses located on the waterfront.

It is recommended that the needs of the OSHD, Sacramento's premier visitor attraction and its business community are best served by establishment of a franchise for the provision of collection services. Subsequent to a competitive bidding process, a single contractor would be granted right to provide collection service in the district. Current collection service providers would be allowed to continue to provide collection services within the district for a period of five (5) years from the date the City provides notice to them, providing they possess current and valid refuse collector's permits, comply with the terms and conditions of the permits, and comply with the provisions of this ordinance.

Three documents will govern the collection district process: (1) the ordinance providing for the establishment of the district (2) the set of specifications listing the collection services to be provided (attached as Exhibit A); (3) and thirdly, the collection service agreement between the City and the selected contractor which has yet to be negotiated.

COMMITTEE/COMMISSION ACTION

The proposed ordinance was reviewed on October 19, 1999 by the Law & Legislative Committee at its regular meeting and was recommended for Council approval.

BACKGROUND INFORMATION

In May of 1996, the City Council deregulated the pickup and hauling of wet garbage and trash throughout the City. This provided the opportunity for "open competition" among private companies wishing to contract with businesses in Old Sacramento for the hauling of garbage and trash. OSHD is a small and compact area with the alleyways being of as considerable interest to the visitors as are the street scenes. There are no back and service areas out of view of the visiting public. Many businesses have their primary entrances from the alleys and the rear courtyards.

- The current "open competition" method of providing solid waste service has resulted in increased difficulty in holding businesses accountable for adequate service from the participants in the garbage collection business in the OSHD.
- Inadequate service has led to increased noxious odors, which have a deleterious effect upon economic development in the OSHD as well as endangering the public health and safety.
- Additional problems with the present multi-providers include extremely high garbage rates and the ineffectiveness of the small compactors.
- Old Sacramento Management in concert with the Old Sacramento Property Owners Council has researched various methods of garbage collection over

the past one and one-half years. The two most popular other options reviewed include:

1. Increasing the number of small compactors and have all garbage compactorized. This was rejected because of the historical unreliability of compactors in OS.
 2. A system of dumpster trains using a single large compactor in a centralized location. This was rejected because of the cost of the trailer dumpsters and the environmental impact of trains of garbage rumbling on the hard services of OS.
- OSM has determined that the option of a single garbage service provider using dumpsters on specified service courts will serve the area in the best and most cost effective manner. It is expected that the number of dumpsters will be somewhat reduced with this single operator concept.
 - The selected garbage provider will be obligated to comply with the all of the rules and regulations concerning recycling.

The City's formal request for proposals and competitive bidding process would be followed under the direction of the City Manager's Office and the City Clerk. In evaluating the proposals, the City Manager will convene a panel of evaluators including representatives of the OSHD stakeholders and OSM Division Staff. Staff will return to Council for authorization to execute an agreement with the recommended service provider.

Regarding special events, it is the intent of the City that, in general, special event sponsors shall be responsible for ensuring that adequate garbage service is provided for special events.

FINANCIAL CONSIDERATIONS

There are no direct financial considerations to the City by the adoption of this ordinance. The City's Solid Waste Division may incur a loss in revenue in the event that it is not the successful bidder. However, in the event the City's Solid Waste Division is the successful bidder, there would be an increase in the number of accounts in OSHD and an increase in revenues.

ENVIRONMENTAL CONSIDERATIONS

None.

POLICY CONSIDERATIONS

The recommended action is consistent with the City's goal to create a thriving and historic visitor destination in the OSHD and with the City's goal of creating a visual and esthetically pleasing environment. It is also consistent with the City's goals to have alley portions of the City operate at maximum cost efficiency.

ESBD CONSIDERATIONS

Not applicable.

Respectfully submitted,



Ed Astone,
Old Sacramento Town Manager

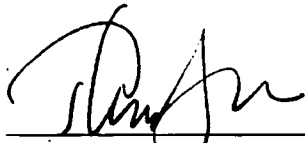
APPROVED:



Barbara E. Bonebrake,
Downtown Department Manager

RECOMMENDATION APPROVED:

APPROVED:



for Robert P. Thomas,
City Manager



Thomas V. Lee,
Deputy City Manager



RESOLUTION NO. 99-623

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION ISSUING A REQUEST FOR PROPOSAL FOR GARBAGE COLLECTION SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO THAT:

- 1. The Council hereby authorizes the City Manager to release a Request for Proposal for Provision of Garbage Collection Services in the Old Sacramento Historic District; Exhibit A provides the specifications for collection services.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO: _____

DATE ADOPTED: _____

DAVIDSON

2008

100

OLD SACRAMENTO COLLECTION DISTRICT SPECIFICATIONS

I. Collection Service To Be Provided

A. Contractor shall provide an effective and efficient integrated solid waste management system for the area comprising the District will be provided including solid waste collection, recycling and waste management for special events programs.

B. Providing collection services means garbage, rubbish or refuse collection service to any owner or tenant in the Old Sacramento Collection District (OSCD). Collection service may also mean and include collection of District garbage, waste or refuse relating to special events occurring in Old Sacramento.

C. Collection services for Owners and Tenants within the District shall be provided exclusively by the Contractor selected except as provided for in Section 19.07.705 of the City ordinance adding Chapter 19.07 relating to the collection of garbage, refuse and rubbish in Old Sacramento.

D. Nothing in these specifications shall be construed as to grant the Contractor exclusive right to collect recyclables within the District, provided that in the event that the laws of the State of California are amended to allow the City to grant an exclusive right to collect recyclable, the Contractor 's authority shall be expanded to provide such rights.

E. Contractor shall provide a sufficient number of dumpsters of the appropriate size for the storage of garbage, rubbish and refuse on the service court locations specified in these specifications as Exhibit A. The Firehouse Restaurant, 1110 Second Street shall store their garbage in their building and shall place their dumpsters in front of their facility in Second Street for pickup service. Under no other circumstances shall dumpsters be located on any property other than designated service courts.

F. Contractor shall provide two 5 cu.yd. garbage trailers or equivalent sized dumpsters to be located in a location specified by the Maintenance Supervisor of Old Sacramento Management. Contractor shall provide daily dumping of these trailers or dumpsters.

G. Contractor shall provide a pickup schedule of the garbage, rubbish and refuse stored.

H. Each dumpster shall be able to be locked; free of any dents and painting discolorations; in good condition; and newly painted in a color selected by the City after consultations with OSMB. The Contractor's logo, the logo of Old Sacramento Management, and suitable informational lettering approved by OSM shall be the only markings on the dumpster.

I. On a regular and frequent basis as needed, each dumpster will be steam cleaned or cleaned by a pressure washing system that is equivalent to steam cleaning before being placed back in service.

J. Contractor shall be responsible for any and all spillage in the collection of the contents of the dumpsters and shall immediately (before the collection vehicle leaves the area), pick up and otherwise remove all spillage. If the spillage contains any grease or grease like waste, the Contractor shall be responsible for the pressure cleaning of the area of the spillage. If the contractor's collection vehicle leaves the area without cleaning of the spillage, the contractor will, upon notification by the Old Sacramento Management, provide personnel to remove the spillage and clean the spillage area.

II. Payment of Fees

Each Owner and Tenant within the District shall pay to the Contractor the fees and charges authorized by the Collection Services Agreement between the City and the Contractor. Collection of the fees and charges shall be the exclusive responsibility of the Contractor. The City and OSMB shall have no obligation to engage in any action with respect to such fees and charges.

III. Proposed Fees

For all of the collections services listed in Item I and II. above, the Contractor shall charge the Owners and Tenants the following charges for the appropriate level of service:

A. Commercial

<u>Frequency of Service</u>	<u>1yd</u>	<u>2yd</u>	<u>3yd</u>	<u>4yd</u>	<u>5yd</u>
1 pickup/wk	—	—	—	—	—
2 pickups/wk	—	—	—	—	—
3 pickups/wk	—	—	—	—	—
4 pickups/wk	—	—	—	—	—
5 pickups/wk	—	—	—	—	—
6 pickups/wk	—	—	—	—	—

7 pickups/wk	—	—	—	—	—
B. Single-Family Residential					
<u>Frequency of Service</u>	<u>1yd</u>	<u>2yd</u>	<u>3yd</u>	<u>4yd</u>	<u>5yd</u>
1 pickup/wk	—	—	—	—	—

C. Multi-Family Residential					
<u>Frequency of Service</u>	<u>1yd</u>	<u>2yd</u>	<u>3yd</u>	<u>4yd</u>	<u>5yd</u>
1 pickup/wk	—	—	—	—	—
2 pickups/wk	—	—	—	—	—
3 pickups/wk	—	—	—	—	—
4 pickups/wk	—	—	—	—	—
5 pickups/wk	—	—	—	—	—
6 pickups/wk	—	—	—	—	—

IV. Recycling

Contractor shall submit along with the proposed charges in Item III. above, an integrated waste management plan that maximizes all feasible waste diversion. This integrated waste management plan shall be in compliance with all existing Federal, State and local rules, regulations and laws.

V. Other Specification Provisions

A. Insurance Coverage Requirements. Contractor must provide the insurance required in Part II in the following coverage's:

1. Comprehensive General Liability. Comprehensive General Liability coverage of not less than One Million Dollars (\$1,000,000) and a deductible of not more than Twenty-five Thousand Dollars (\$25,000).

2. Automobile. Automobile liability coverage of not less than Three Hundred Thousand Dollars (\$300,000) and a deductible of not more than Five Thousand Dollars (\$5,000).

B. Liability Insurance Requirements. In accordance with the insurance requirements of City, Contractor must provide City with a certificate of insurance and a copy of each required insurance policy.

1. Type and Coverage. At all times during the life of this Contract, Contractor must obtain and maintain the following types and amounts of insurance:

a. Comprehensive General Liability. A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and property damage, written for not less than the single limit liability coverage state in Part I.

b. Automobile Liability. If motor vehicles are used in performing services in connection with this Contract, a policy of automobile liability insurance written for not less than the liability coverage stated in Part I.

c. Workers Compensation. A workers compensation policy which covers all employees of the Contractor and each and every subcontractor and which is written in accordance with California Law.

2. City as Additional Insured. All of the insurance policies, except the workers compensation policy, shall name City and Old Sacramento Management, and all officers, directors, commissioners, agents, consultants and employees of the City and Old Sacramento Management as additional insured.

3. Insurance Provider. All required insurance policies shall be purchased from a company or companies admitted to do business in California and having a Best's rating of at least A-VII, or a rating of such other rating service as City, in its sole discretion, shall require.

4. Certificates of Insurance: 30-Day Cancellation. Not less than ten (10) days prior to commencement of the work of contract, Contractor must file with City certificates of insurance in form and content acceptable to City. Such certificates and the underlying policies shall each contain a provision stating that coverage's afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to City at the following address:

CITY OF SACRAMENTO
Downtown and Regional Enterprise Department
Old Sacramento Management
1111 Second Street, Suite 300
Sacramento, California 95814

5. Failure to Maintain Insurance. Failure to maintain any or all of the required insurance shall be deemed a material breach of the Contract. City shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Contractor must immediately reimburse City for any and all costs incurred by City in obtaining or maintaining such insurance. If City does incur such costs, City shall have the right to withhold such amount from any payment due to Contractor under the Contract and to reduce the compensation payable to Contractor under the Contract by such amount.

C. Indemnification. Contractor shall indemnify, save harmless and defend the City of Sacramento, Old Sacramento Management, their respective officers, directors, commissioners, agents, consultants and employees from liability, claims, demands, costs or attorney's fees for any injury or damages to persons or property resulting from Contractor's prosecution of work under the Contract whether caused, in whole or part, by an intentional act, negligent act or omission by Contractor. City shall indemnify, and save harmless, Contractor, its officers, agents and employees from liability, claims, demands, costs or attorney's fees for any injury or damages to persons or property resulting from City's negligence or intentional misconduct related to this Contract.

D. Personnel, Facilities and Equipment. Contractor represents that he has, or will secure at his own expense, all personnel, facilities and equipment required in performing the services under this Contract. Such personnel must not be employees or have any contractual relationship with City. All the services required under this Contract will be performed by Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

E. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of City. Contractor shall be as fully responsible to City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Contractor must insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions, insurance and other relevant provisions of this contract.

F. Equal Employment Opportunity Requirements. During the performance of this Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

G. Interests of Officials.

1. City Officials. No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this contract pertains, shall have any personal interest, direct or indirect, in this Contract.

2. Certain Federal Officials. If federal funds are expended by the City for this Contract, no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from this Contract.

3. Contractor. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project or any portion thereof or any other interest which would conflict in any manner or degree with the performance of his services under this

Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

4. Conflicts of Interest Statement. If the City determines that Contractor is required, under the law, to submit a conflict of interest statement, Contractor shall, upon City request, complete such statement in form and content approved by the City. A completed conflict of interest statement shall be submitted with this Contract if indicated below by the Organization Director.

H. Compliance With Local Laws. Contractor must comply with all applicable laws, ordinances and codes of the state and local governments, and must commit no trespass on any public or private property in performing any of the work embraced by this Contract.

I. Assignability. Contractor must not assign or transfer any interest in this Contract without the prior written approval of City.

J. Contractor's Status. Contractor, for all purposes under this Contract, must be an independent Contractor and must maintain any and all licenses required by law for the performance of Contractor's obligations under this Contract. Except as expressly stated in this Contract, City is prohibited from directing the methods of Contractor's work under this Contract or set regular working hours for Contractor or Contractor's employees.

(fini)

ORDINANCE NO. 99-056

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____



AN ORDINANCE AMENDING TITLE 19 OF THE SACRAMENTO CITY CODE, TO ADD CHAPTER 19.07 RELATING TO COLLECTION OF GARBAGE, REFUSE AND RUBBISH IN OLD SACRAMENTO

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1.

Title 19 of the Sacramento City Code is amended to add Chapter 19.07 to read as follows:

Chapter 19.07. Old Sacramento Collection District

19.07.701 Purpose and findings.

(a) The purpose of this chapter is to provide an effective and efficient integrated solid waste management system for the area comprising the District, including solid waste collection, recycling and waste management for Special Events programs.

(b) The City Council finds that the current method of providing solid waste services in the District, which consists of open competition, has resulted in:

(i) increased difficulty in holding businesses accountable for adequate services due to multiple providers in combination with sharing of services by many businesses;

(ii) inadequate services has led to increased litter in alleyways, crowding of bins, and increased noxious odors, all of which have a deleterious effect upon economic development in the District, as well as endangering the public health and safety;

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

DATE ADOPTED: _____

(iii) some providers of current service have refused to accommodate business requests for recycling opportunities, which in turn is contrary to adopted city policies fostering and promoting recycling efforts.

(c) The City Council further finds that the needs of the District, and its business community, are best served by establishment of a franchise for the provision of Collection Services within the District, to provide the following:

(i) upon completion of the procedures specified in this chapter, a single Contractor will be granted the exclusive right to provide Collection Service within the District; and

(ii) having a single Contractor for provision of Collection Service within the District will facilitate adequate service for all customers, resulting in cleaner streets, reduced litter, less vectors and mitigation of noxious odors, in turn promoting economic development within the District, furtherance of adopted city policies regarding recycling, and promoting the public health, safety and welfare.

(d) The City Council further finds that selection of a Contractor for the provision of Collection services within the District will facilitate implementation of an integrated waste management system for the District, including but not limited to the implementation of the following programs:

(i) Collection Services related to Special Events held within the District;

(ii) recycling programs in compliance with Solid Waste Authority Ordinance Number 2; and

(iii) a reduction in the numbers of dumpsters required to provide adequate service due to consolidation of Collection Services under one Contractor.

19.07.702 Definitions.

The following terms shall have the meaning ascribed to them in this section when used in this chapter:

(a) **“Old Sacramento Collection District”** or **“District”** means that area located in the City of Sacramento, and consisting of the area described as follows:

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

DATE ADOPTED: _____

Beginning at the intersection of the center line of I Street and the center line of 2nd Street; thence easterly along the center line of I Street to the westerly right-of-way line of Interstate 5 Freeway; thence southerly along said right-of-way line to the point of intersection with the northerly right-of-way line of Neasham Circle; thence westerly along said northerly right-of-way line of Neasham Circle to the center line of Front Street (formerly The Embarcadero); thence northerly along the center line of Front Street to the intersection of the center line of J Street; thence easterly along the center line of J Street to the intersection of the center line of the alley in the block bounded by I, J, 2nd, Front Streets; thence northerly along the center line of said alley to the intersection of the center line of I Street; thence easterly along the center line of I Street to the point of beginning.

(b) **“Contractor”** means the person, firm or entity selected by and through the procedures specified in this chapter to provide Collection Service on an exclusive basis to Owners and Tenants within the Old Sacramento Collection District. The City of Sacramento Division of Solid Waste may, if selected pursuant to the provisions of this chapter, be the Contractor.

(c) **“Collection Service”** means garbage, rubbish or refuse Collection Service to any Owner or Tenant in the Old Sacramento Collection District. **“Collection Service”** shall also mean and include collection of District garbage, waste or refuse relating to Special Events occurring in Old Sacramento.

() **“Current Collection Service Provider”** means a person, firm or entity: i) lawfully possessing a current and valid private refuse collector’s permit issued pursuant to Section 19.01.107(d) and 19.01.111 of Title 19 of the City Code or a private collector’s permit issued pursuant to Solid Waste Authority Ordinance No. 1, as amended from time to time; and ii) lawfully providing collection services to any Owner or Tenant within the Old Sacramento Collection District on the effective date of the ordinance enacting this Chapter.

(d) **“Owner”** means the Owner of property in the Old Sacramento Collection District receiving service in accordance with this title.

(e) **“Tenant”** means the occupant, where different than the Owner, of any property receiving Collection Service in the Old Sacramento Collection District in accordance with this title.

All other terms used in this chapter shall have the same meaning as provided elsewhere in this title.

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

DATE ADOPTED: _____

19.07.703 District established.

There is hereby established the Old Sacramento Collection District.

19.07.704 Collection Service for District.

(a) General: Notwithstanding any other provision of this title, and except as provided in Section 19.07.705 below, Collection Service for Owners and Tenants within the District shall be provided exclusively by the Contractor selected pursuant to the procedures specified in this chapter. Accordingly, from and after the effective date of the Collection Services agreement required by Section 19.07.706:

(i) No person, firm or entity who is not the Contractor shall collect garbage, rubbish or refuse of any type within the District; and

(ii) No Owner or Tenant within the District shall solicit Collection Service from, or enter into any contract with a provider of Collection Services who is not the Contractor.

Nothing in this chapter shall be construed to grant the Contractor the exclusive right to collect recyclables within the District; provided, however, that in the event that the laws of the State of California are amended to allow the city to grant an exclusive right to collect recyclables, the City Manager shall have the authority to amend any agreement with the Contractor to provide for such rights.

Sec. 19.07.705 Existing Providers' Right to Continue Providing Collection Services for a Limited Term

(a) General: Pursuant to Section 49520 of the Public Resources Code, a Current Collection Service Provider may continue to provide collection services within the District for a period of five (5) years from the date that the City provides notice to the Current Collection Service Provider, pursuant to Section 49520, of the exclusive franchise established by this Chapter for providing collection services within the Old Sacramento Collection District.

(b) Duties and Obligations: A Current Collection Service Provider who continues to provide collection services within the Old Sacramento Collection District shall i) possess and maintain a current and valid private refuse collector's permit issued pursuant to Section 19.01.107(d) and 19.01.111 of this Title 19 or a private collector's permit issued pursuant to Solid Waste Authority Ordinance No. 1, as amended from time to time; ii) comply with the terms and conditions and requirements of its private refuse collector's

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

DATE ADOPTED: _____

permit or private collector's permit; and (iii) comply with the requirements of this Title 19, including but not limited to the provisions concerning frequency and quality of service, as they may be amended from time to time.

(c) **Rates:** Pursuant to this Chapter , the City intends to enter into a Collection Services agreement with a single Contractor to provide collection services within the Old Sacramento Collection District. Pursuant to this agreement, the Contractor will be authorized to charge specified fees and charges to Owner(s) and Tenant(s) within the District for collection services. Pursuant to Section 49521 of the Public Resources Code, Current Collection Service Providers continuing to provide collection services pursuant to (a) above and Section 49520 of the Public Resources Code may be required by the City to charge rates that are comparable to those established by the agreement.

(i) Upon execution of the Collection Services agreement with a single Contractor, the City Council may, by resolution, establish comparable rates and charges to be charged by Current Collection Service Providers. Notice of the adoption of the resolution and the comparable rates shall be given to each of the Current Collection Service Providers, who shall, within sixty (60) days, adjust rates and charges to the extent necessary to be consistent with the Council approved rates and charges.

(ii) Should the City Council establish comparable rates pursuant to this provision, if and when the City Council amends the rates and charges which the single Contractor is authorized to charge under the Collection Services agreement, it shall also amend the rates and charges which the Current Collection Services Providers may charge so they are comparable to the amended rates and charges which the single Contractor is authorized to charge.

19.07.706 Procedures for selection of Contractor.

The following procedures shall be employed for the selection of the Contractor:

(a) The city manager shall prepare and submit to the City Council for its approval a request for proposals to provide Collection Service to the Old Sacramento Collection District. In developing the request for proposals, the city manager shall meet and confer with the Old Sacramento Management Board for purposes of obtaining its review and comment.

(b) The request for proposals shall include, but not be limited to the following:

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

DATE ADOPTED: _____

(i) a detailed specification of the scope of services to be provided including but not limited to recycling services for business and residences in strict conformance with Solid Waste Authority Ordinance No. 2 and a requirement that each proposer submit an integrated waste management plan that maximizes all feasible waste diversion;

(ii) a detailed cost proposal form;

(iii) a request for background and qualifications to provide Collection Service;

(iv) a request for detailed criminal history (1) of each person, firm or entity who submits a response to the request for proposals; and (2) where the proposer is a firm or an entity, of each person who owns ten percent (10%) or more of the shares of stock of a corporate entity proposer, or ten percent (10%) or more of the assets of the proposing firm, or ten percent (10%) or more of the interests of a partnership entity proposer;

(v) an authorization to be signed by each person, firm or entity who submits a response to the request for proposals, and each person who under subsection (iv) is required to submit criminal history information, to allow the Chief of Police to conduct a criminal history check with the cost thereof to be paid for by such person, firm or entity;

(vi) requirements for compliance with the city's minority and woman business enterprise policies and procedures;

(vii) a copy of the Collection Services agreement form, as developed by the city manager and approved by the city attorney, which the Contractor will be required to execute as a condition of providing Collection Service within the District, which agreement shall contain, without limitation, at least the following: comprehensive nondiscrimination provisions; a term for the number of years specified in the request for proposals with provisions for renewal at the sole discretion of the City Council; performance standards; provisions for termination by the city for default in performance; provisions for adjustment of rates; provisions for discretionary termination of the agreement by the city; provisions for payment of a fee to the city in such amounts as required to defray any city cost associated with agreements between the city and Old Sacramento Management Board for the provision of administrative services relating to the District; provisions setting forth the responsibilities of the Old Sacramento Management Board with respect to administration of the Collection Services agreement, and provisions for signature of the agreement by said Board; provisions relating to insurance, including but not limited to comprehensive liability and workers compensation; provisions approved by the city attorney for indemnification of the city and its officers, employees, Contractors and agents; provisions relating to recycling services for businesses and residences in strict

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

DATE ADOPTED: _____

conformity with Solid Waste Authority Ordinance No. 2; and provisions for management of customer complaints and requests; and

(viii) a request for any other information required by the city manager to be provided by each person, firm or entity who responds to the request for proposals.

(c) The city manager shall, upon approval of the request for proposals by the City Council, request that the city clerk issue a notice to proposers of the availability of the request for proposals, by advertising at least once not less than 30 calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, trade journals, minority and woman oriented trade journals, or other media available to minority or woman owned business enterprises. Nothing in this subsection (c) shall preclude the city manager from using additional methods to invite proposals.

(d) All proposals shall be sealed, identified as proposals on the envelope, and shall be submitted to the city clerk at the place and time specified in the notice to proposers. Proposals shall be opened by the city clerk or designee, in public, at the time and place designated in the notice to proposers. Proposals received after the time so specified shall not be accepted and shall be returned unopened to the person, firm or entity submitting such late proposal.

(e) In evaluating proposals, the city manager shall convene a panel of evaluators, which shall at a minimum include the city manager or designee, a member or designee of the Old Sacramento Management Board, and the manager of the City's Old Sacramento Management Division. Utilizing criteria specified in the request for proposals, the panel shall evaluate and score the proposals, and shall upon completion of the evaluation process provide a written recommendation to the City Council as to the responsible and qualified proposer whose proposal provides Collection Service at the lowest cost. A written notice of the panel's recommendation shall be provided to all proposers. Except as provided otherwise in this section, the City Council shall, within the time specified in the request for proposals, select as the Contractor the responsible and qualified proposer whose proposal provides Collection Service at the lowest cost.

(f) The City Council may reject all proposals, and may thereafter instruct the city manager to take such further action as the council shall direct, including but not limited to engaging in negotiations with one or more firms, persons or entities, or issuing a revised request for proposals in accordance with the procedures specified in this chapter. The City Council may also, in its discretion, waive any minor irregularities contained in a proposal.

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

DATE ADOPTED: _____

(g) Notwithstanding any other provision of this Section, the City Council may, upon finding that it is in the best interests of the city and upon a vote of two-thirds of the council, waive the competitive process required by this chapter and may instruct the city manager to take such further action as the council shall direct, including but not limited to engaging in negotiations with one or more firms, persons or entities, or engaging in such other process as the council may specify.

(h) Protests made by any person, firm or entity to any action taken by the city manager or the City Council pursuant to the provisions of this chapter shall be made pursuant to the bid protest procedures set forth in chapter 58.10 of this code. Compliance with such procedures shall be an administrative remedy which any protesting person, firm or entity shall be required to follow. The notice to proposers shall contain the information required by section 58.10.1011 of this code. The written notice to proposers provided pursuant to section 19.07.705(e) shall constitute the written notice to bidders that is provided for in section 58.10.1005 of this code.

19.07.707 Confidentiality of Proposals.

Proposals and accompanying information received from proposers shall be and remain confidential, and shall not be construed to be public records, until full and final completion of the procedures specified in Section 19.07.705. In the event that a proposer claims that information submitted with a proposal is or contains proprietary information, confidential information, or information which constitutes a trade secret, the proposer shall clearly mark "confidential" on that portion of the proposal claimed to be proprietary, confidential, or trade secret information. In the event that the city receives a request made pursuant to the Public Records Act for such information, the proposer shall execute an agreement meeting the approval of the city attorney, which provides for defense and indemnification of the city in any action brought pursuant to that Act. If the proposer fails to execute such an agreement within the time specified by the city attorney, the material shall be deemed to be a public record.

19.07.708 Liability for payment of fees.

Each Owner and Tenant within the District shall pay to the Contractor the fees and charges authorized by the Collection Services agreement. Collection of the fees and charges shall be the exclusive responsibility of the Contractor. The city shall have no obligation to engage in any action with respect to such fees and charges, and the procedures and remedies for delinquent solid waste fee collection specified in this title shall not apply to the Contractor. Provided, however, that if the city solid waste division is the Contractor, then the provisions of this title relating to collection of fees and charges shall apply.

FOR CITY CLERK USE ONLY

ORDINANCE NO. _____

DATE ADOPTED: _____

19.07.709 Application of regulatory provisions.

Nothing in this chapter shall be construed to render inapplicable the regulatory provisions of this title.

19.07.710 Administration by Old Sacramento Management Board.

The City Council may enter into an agreement with the Old Sacramento Management Board for the purpose of providing administrative services relating to the Collection Services agreement and other matters involving the business of the District. Said agreement may include provisions allowing for initiation of enforcement actions by the Board.

19.07.711 Violations; administrative penalties.

In addition to any other remedies and penalties set forth in this title, the remedies specified in Title 1 of this code, including but not limited to administrative penalties may be imposed pursuant to section 1.01.07 of this code, against any person, firm or entity who violates the provisions of this chapter. The amount of the administrative penalty shall be one hundred dollars (\$100.00) for the first violation, two hundred dollars (\$200.00) for a second violation within any 12-month period, and five hundred dollars (\$500.00) for any subsequent violations within any 12-month period.

DATE PASSED FOR PUBLICATION:

DATE ENACTED:

DATE EFFECTIVE:

MAYOR

ATTEST:

CITY CLERK

g:\realordinanc\garbage3.cln

FOR CITY CLERK USE ONLY
ORDINANCE NO. _____
DATE ADOPTED: _____