



CITY OF
ELK GROVE

PROUD HERITAGE. BRIGHT FUTURE.

Request for Proposals

For Operation of the City's
Special Waste Collection Center

City Clerk's Office
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, California 95758

Proposals Due by 9:00a.m., March 5, 2024

SECTION 1: Overview

Introduction:

The City of Elk Grove (City) is accepting proposals from qualified Consultants for operation and management of the Special Waste Collection Center in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Written Submissions:

One signed original, four (4) copies, and one USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by 9:00 a.m. on Tuesday, March 5, 2024. Proposal shall be submitted in a sealed envelope clearly marked “RFP for Operation and Management of the Special Waste Collection Center” and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF ELK GROVE
8401 Laguna Palms Way
Elk Grove, CA 95758**

Electronic Submission:

As an alternative to written proposals, proposals may be submitted electronically in pdf form, and emailed to City Clerk Jason Lindgren at jlindgren@elkgrovecity.org, with a copy to Kimberly Taylor, Recycling and Waste Manager, ktaylor@elkgrovecity.org , prior to the deadline stated above. Submittals in pdf format must be fully ADA compliant. Large files may be sent using a cloud-based system such as Dropbox. Consultants shall be responsible for ensuring that proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposing Consultant does not receive a confirmation from the City Clerk that the proposal has been received, Consultant should assume the transmission failed and either resubmit or arrange for another method of delivery. Consultants are also encouraged to contact the City Clerk to confirm receipt of their proposal prior to the deadline. Proposals shall not be accepted by fax.

Questions regarding this RFP are to be directed by e-mail to: Kimberly Taylor, Recycling and Waste Manager, ktaylor@elkgrovecity.org with a copy to Natalie Machado, Administrative Analyst, nmachado@elkgrovecity.org . Such contact shall be for clarification purposes only. The City must receive all questions no later than 9:00 a.m., February 20, 2024. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under “Notice” for the RFP announcement.

Late Proposals:

Proposals arriving after the specified date and time shall not be considered, nor shall late proposals be opened. Each Consultant assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the Consultant and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Consultants are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The City reserves the right to accept any proposal, to reject any and all proposals, and to call for new proposals, or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

Proposal Evaluation and Award:

Evaluation shall be made based on the criteria noted in Attachment A: Evaluation and Selection Criteria. A contract may be awarded to the responsible Consultant who best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services, and shall not necessarily be based on the lowest priced proposal, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Consultant if the successful Consultant refuses or fails to execute the contract. All Consultants that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Consultant. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

Register with the California Secretary of State:

Unless Consultant is a sole proprietorship, Consultant must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Consultant and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Consultant. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>.

Disclosure of Submitted Materials:

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

Waiver of Irregularities:

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Consultant submitting any such non-compliant proposal, all in the City's sole discretion.

Security Access Policy:

The work to be completed under this RFP requires access to City facilities and therefore is subject to the City's Security Access Policy, which is attached to the City's standard contract (see Attachment B). The prospective Consultant, including its employees, subcontractors, agents and anyone working on their behalf that will access City facilities, must submit to a background check which shall include Live Scan electronic fingerprinting. This background check must be completed before the Consultant will receive a Notice to Proceed. The Elk Grove Police Department shall review the background check and may deny access to any individual in its discretion as it deems necessary for the security of City facilities and personnel. A contract shall not be awarded to any Consultant that is unable to complete the scope of work as a result of denied access under the City's Security Access Policy.

Validity of Pricing:

Consultants are required to provide a Cost Proposal including a Staffing Proposal and Transportation and Disposal Rates as shown in Attachment B. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

No Guarantee of Usage:

Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Consultant must furnish the City's needs as they arise.

Demonstrations:

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Consultant shall respond promptly and arrange a demonstration at a convenient location. Failure to provide a demonstration as specified by the City may result in rejection of a proposal.

Use of Other Governmental Contracts:

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

Qualification/Inspection:

Proposals will only be considered from Consultants normally engaged in providing the types of services specified herein. By responding to this RFP, the Consultant consents to the City's right to inspect the Consultant's facilities, personnel, and organization at any time, or to take any other action necessary to determine Consultant's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined

to indicate inability to perform. The City reserves the right to interview any or all responding Consultants and/or to award a contract without conducting interviews.

Other Governmental Entities:

If the Consultant is awarded a contract as a result of this RFP, the Consultant shall, if the Consultant has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

Federal Requirements:

Should any portion of these services require the use of Federal funds, all Federal requirements shall apply and all Consultants must consent to each certification and assurance, which will be incorporated into the contract.

Piggybacking:

“Piggybacking” is a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity.

Bidders are requested to indicate on the Bid if they will extend the pricing, terms and conditions of an awarded contract, based on this bid, to other government agencies. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City. Minor changes in terms and conditions may be negotiated by participating agencies during the term and following the award of the contract. Any such contract shall be entirely independent and separate from the City and City shall have no obligation relating to any third party contract.

Payment Terms:

Payment shall be made as set forth in the contract attached hereto as Attachment C . In submitting proposals under these specifications, Consultants should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

Performance:

It is the intention of the City to acquire services as specified herein from a Consultant that will give prompt and convenient service.

Term of Contract:

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to be for a term of three years with three one-year extensions, at the option of the City. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

Amendments:

If, in the course of the performance of the contract, Consultant or the City proposes changes to the services provided, and informal consultation with the other party indicates

that a change in the terms and conditions of the contract may be warranted, Consultant or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

Service and support:

Consultants shall explain how all on-going service and support shall be handled by the Consultant and the City of Elk Grove.

Records:

The Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment.

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Written proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / comb / three ring binder). Tabbed dividers should separate and identify the response items described below.

Digital submissions shall include bookmarks for each section with an easy to read font size and style.

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Kimberly Taylor
Recycling and Waste Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

The letter shall include the Consultant's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Consultant's understanding of the project based on this RFP and any other information the Consultant has gathered. Include a statement discussing the Consultant's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

2. Table of Contents

The Consultant shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

3. Qualifications and Experience

Describe the Consultant's capability for undertaking and performing the work, including any professional licenses and certificates held by the Consultant. List types and locations of similar work performed by the Consultant in the last five (5) years that best

characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.

Contractor must provide a narrative of their health, safety, and transportation records, including violations and provide supporting documentation.

4. Work Plan Narrative

The work plan narrative must state the Consultant's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

5. Conflict of Interest Statement

Any activities or relationships of the Consultant that might create a conflict of interest for the Consultant or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Consultant's qualifications.

7. Cost Proposal

This section should include the cost for requested services outlined in the Scope of Work. Contractors shall clearly describe and outline costs for the services to be provided for each component of operating the SWCC. See Attachment B Staffing Proposal and Transportation and Disposal Rates templates. Cost should be clearly linked to the components of the work plan as provided in Contractor's Work Plan Narrative. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City.

8. Secretary of State

Consultant shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language above.

9. Professional Services Contract:

Attached to the RFP (AttachmentC) is a copy of the City's standard Professional Services Contract (Contract). The City's standard Contract may be modified, in the City's sole discretion, to address the specific provisions of this RFP and Consultants should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Consultant's response shall not be allowed after the selection of the Consultant. This includes alterations, exceptions, or

changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's standard Contract. For reference, the insurance amounts that appear in the attached Contract are summarized below.

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$2,000,000	\$4,000,000	Additional Insured Waiver of Subrogation Primary Non-Contributory
Auto Liability	\$5,000,000 (Any Auto)		Additional Insured Waiver of Subrogation MCS-90 / CA 9948
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Pollution and Environmental Liability	\$10,000,000	\$10,000,000	Requirement extends 5 years past contract expiration

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

SECTION 2: SCOPE OF WORK

2.0 Purpose

The purpose of this RFP is to solicit professional services to operate the City of Elk Grove's Special Waste Collection Center (SWCC). The contractor shall be a "full-service" vendor and provide all staff, supplies, and expertise necessary for the successful operation of the SWCC. The Contractor shall operate the SWCC in alignment with the City of Elk Grove's standards of providing exceptional service.

In addition, under the direction of the City's Recycling and Waste Manager, the contractor selected will act as the City's main point of contact for all Household Hazardous Waste handling issues including but not limited to evaluating the operations of the SWCC, recommending City policies, providing professional advice, and other miscellaneous related services as needed.

2.1 Background

The Special Waste Collection Center (SWCC) is the City of Elk Grove's permanent household hazardous waste collection facility. In addition to accepting typical Household Hazardous Waste from residents throughout the County, the facility also accepts waste from Small Quantity Generator (SQG) businesses. There is an onsite Recycling Area open to Elk Grove residents for the collection of large recyclables such as green waste, cardboard, appliances, scrap metal, inerts, and tires. The facility also includes a Reuse Room, described in section 2.7 Other Facility Operations, which is also available exclusively to Elk Grove residents.

The layout of the SWCC is included in Figure 2 Facility Plot Plan Area Map, Figure 3 Public Access Map, and Figure 4 Location Layout. The SWCC is a Leadership in Energy and Environmental Design (LEED) Gold certified facility. The entire property is secured with a security camera system and walls or fencing that are locked during non-operational hours. The entire property is paved with either asphalt or concrete. The SWCC has an enclosed area of 8,466 square feet (sq. ft.) and the drive-up and loading dock canopy is an additional 3,266 sq. ft.

The specific types and quantities of waste collected at the SWCC are expected to change over time as the population of the City grows, economic conditions change, and different waste streams become available for recycling and/or HHW disposal. The contractor shall accommodate changes in the number of participants and the types and quantities of waste accepted at the facility through the term of the contract. No minimum or maximum waste quantities are guaranteed or implied, however historical annual metrics are provided in Figure 1 below for residential traffic and total weights collected during the first 10 years of SWCC operations.

Figure 1: SWCC Traffic and Tonnage Data

Residents (# of vehicles)	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23
	1,895	8,663	13,359	16,875	21,386	20,608	25,163	31,933	29,899	30,606

SWCC Recycling Area (lbs)	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23
		2,349	3,862	5,357	6,523	4,698	5,575	7,940	6,551	7,381

SWCC Reuse Room	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23
	Number of resident visits	457	1,987	1,539	1,783	2,267	1,755	1,825	2,298	2,374
Items taken for reuse by residents		7,338	11,337	7,791	6,709	8,604	7,728	13,379	11,142	8,705
lbs		438	50,625	31,339	59,532	101,030	93,721	57,589	85,347	94,655

E-waste (lbs)		14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23
	e-waste	140,053	261,786	310,974	417,455	401,106	390,313	353,489	316,515	375,420
Paint Collected (lbs)	Latex	93,520	106,002	152,809	185,973	150,418	217,569	225,835	171,954	147,613
	Oil Paint	32,503	57,051	53,088	67,145	53,439	53,565	51,953	35,741	30,408
HHW Collected (lbs)	HHW	123,701	191,805	232,568	309,745	330,221	295,341	376,411	339,852	234,736

SWCC All Waste Streams (lbs) excluding Recycling Area	Totals	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23
		389,777	616,644	749,439	980,318	935,184	956,788	1,007,688	864,062	788,177

2.2 SWCC Operation Overview

The Scope of Work for operating the SWCC includes hazardous waste management, transportation, recycling, and disposal, as well as maintaining a site-specific up-to-date Operations Plan, Health and Safety/Contingency Plan, and Spill Prevention Control and Countermeasure Plan (SPCC). Services to be provided by the Contractor must include but are not limited to:

- Day-to-day operations and maintenance of the SWCC facility including the Reuse Room, Recycling Area, tracking and screening of incoming materials, and other responsibilities outlined in Attachment E Contractor Maintenance Requirements for the SWCC.
- Manage the Small Quantity Generator (SQG) program including scheduling, calculating and accepting payments, and proper management of the waste collected.
- Storage and packaging of all acceptable waste materials collected including universal waste and other recyclable materials.
- Provide loading of all material and transportation of waste materials in compliance with all California Department of Transportation (DOT) and Federal regulations.
- Coordination with specialty transportation and disposal contractors for all other waste streams not transported and disposed of by Contractor.
- Final disposition of waste materials accepted at the SWCC, in compliance with Federal, State of California (State), and local regulations shall follow the State's hierarchy, in the order of preference: reuse, recycling, fuels blending, treatment/neutralize, incineration, stabilization/solidify/landfill, and last, direct hazardous waste landfilling.
- Customer service and administrative staffing on-site to respond to customer inquiries, phone calls, emails, and general facility outreach to residents.
- Operate the Door-to-Door HHW collection program for seniors and persons with disabilities. This includes scheduling of pickups, collection, and transportation of materials on an occasional basis per resident request.
- Regularly evaluate solid waste programs and operations and make improvement recommendations for the SWCC.
- Collection of waste materials from the public and City operations or waste found abandoned on public property within City limits.
- Document and enforce procedures for proper handling of unknown materials.
- Administrative responsibilities relating to reimbursement programs such as, but not limited to Paintcare, California SB212 Sharps, and Certified Used Oil Collection Program.
- Provide documentation and reporting detailing the amount of waste reused, recycled, or disposed of and method of disposal.
- Service satellite collection of specific waste streams at City facilities such as, but not limited to, batteries, toners, electronics, and K-cups.
- Provide additional Emergency Response Services to address abandoned waste clean-up, over-the-road accidents, punctured lines, tank overflows, leaking drums, biological and infectious materials, tanker truck roll overs, and facility releases.

- In the event that City collects illegal fireworks in any given year, Contractor shall provide the labor, supplies, and equipment appropriately to pack the material accordingly to all local, state, and federal regulations.

Contractor shall assume generator status of all waste removed from the SWCC. Assuming generator status means acquiring all rights, titles, and liability to waste removed from the SWCC.

The following sections detail the general requirements that apply to the operation of the SWCC, transportation, and disposal activities, to which the Contractor shall strictly adhere.

Quality Control

Contractor shall implement rigorous quality control measures to ensure full compliance with Federal, State of California, and local regulations as well as to align with City standards and values surrounding exceptional service and sustainability. The Contractor shall perform daily, weekly, monthly, annual and systematic inspections of the SWCC as required by permit conditions and/or the site Operations Plan.

Health and Safety

Contractor shall prepare and implement a site-specific health and safety program. This program must address precautionary measures necessary to protect the health and safety of all users and occupants of the SWCC, including, without limitation, members of the public, City staff, other City contractors, and Contractor's personnel. The program must also identify incident reporting and follow-up procedures that ensure that best management practices are maintained to prevent injury, harm or illness to workers, users and occupants of the SWCC.

Contractor is responsible for its staff compliance with all environmental and health and safety regulations. At minimum, all staff provided by Contractor must be respirator fit tested, have current 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training and receive annual eight-hour refresher training according to Title 8 of the California Code of Regulations, Section 5192. Additional training, such as HM 181, SB 198, respiratory protection, etc., must be obtained by Contractor staff as required by all state and federal laws.

Contractor shall ensure that all activities are conducted in a safe manner and all its employees are knowledgeable of California Occupational Health & Safety Administration (CalOSHA) Safety practices. CalOSHA standards and practices shall be implemented by Contractor into all aspects of SWCC operations. Contractor shall comply with OSHA Enforcement Procedures for Occupational Exposure to Bloodborne Pathogens Standards 29 CFR 1910.1030.

Emergency Notifications

Contractor shall immediately notify appropriate local emergency response agencies, to include fire and police departments, hospital(s) and City staff should an emergency event occur

Supplies and Equipment

Contractor shall be responsible for using appropriate supplies, materials, equipment, vehicles, and drivers as specified by law, including but not limited to, Federal, State of California laws, and local ordinances for the management of hazardous wastes. Contractor shall furnish supplies and equipment necessary for the safe and legal packaging, processing, transportation and disposal of all wastes.

The list of equipment provided by the City is included in Attachment D, City Provided Equipment. In general, equipment that is permanent, stationary or will be used repeatedly within the SWCC is purchased and owned by the City. Equipment that is for Contractor’s employees (PPE, safety gear), one time only use, used in packing or storing the waste (drums, flex bins, absorbent), used for day-to-day operations (pallet jacks, drum dollies), or used daily (office supplies, kitchen/breakroom supplies) are the responsibility of Contractor.

2.3 Schedule

The SWCC is currently open to the public 4 days per week Sunday through Wednesday from 9:00 a.m. to 4:00 p.m. Starting July 2024, the SWCC will be open Saturday-Wednesday 9:00a.m. to 4:00p.m. Contractor must be prepared to staff the new operation schedule starting July 2024. The SWCC is closed to the public on the following holidays:

SWCC 2024 Holiday Schedule

Monday, January 1	New Year’s Day 2024
Monday, January 15	Birthday of Martin Luther King Jr
Monday, February 19	Washington’s Birthday
Sunday, March 31	Easter Sunday
Monday, May 27	Memorial Day
Thursday, July 4	Independence Day
Monday, September 2	Labor Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving
Friday, November 29	Day After Thanksgiving
Tuesday, December 24	Christmas Eve
Wednesday, December 25	Christmas Day
Tuesday, December 31	New Year’s Eve
Wednesday, January 1	New Year’s Day 2025

2.4 Staffing

Contractor shall provide ample daily staffing necessary to fulfill the services described in the Scope of Work and in accordance with the City's standards of providing exceptional customer service. The staffing shall be adequate to serve the public and Small Quantity Generators (SQG) in a timely and efficient manner, actively staff all areas of the SWCC including the Recycling Area and Reuse Room, and ensure capacity for data tracking, analysis and reporting. Traffic and use of the SWCC fluctuates seasonally and is generally higher on the weekends which may be taken into account in the Staffing Proposal. Contractor shall be able to provide temporary staffing to provide additional service as requested by City for special events or temporary programs.

Contractor shall make the determination of worker competency through job observations, and documented performance assessments with the new employee and their assigned supervisor. Contractor shall maintain a history of all training records and provide to City upon request. All staff are required to pass the City background checks. The City reserves the right to participate in staffing decisions including the removal of staff members. See Attachment B for Staffing Proposal template.

2.5 Acceptable Waste

The SWCC accepts Household Hazardous Wastes generated incidental to owning, occupying or maintaining a place of residence in the City of Elk Grove or approved local jurisdiction within the County of Sacramento and waste generated by Small Quantity Generators (SQG). The Contractor shall also accommodate items delivered to the SWCC by City staff and contractors. Typical wastes accepted at the SWCC include, but are not limited to:

- Aerosols
- Antifreeze
- Batteries
- Caustics and corrosives
- Cleaners
- Compressed Gas Tanks*
- Solvents
- Mercury containing devices
- Non-friable Asbestos
- Miscellaneous Waste
- Oxidizers
- Paints
- PCB waste
- Pesticides
- Poison/toxic-solids and liquids
- Pool Chemicals
- Propane tanks
- Recyclable wastes including e-waste
- Used motor oil
- E-waste and All universal wastes
- Flammable solids and liquids

**Except certain types as noted in Section 2.6 below*

The following categories of waste are also collected at the SWCC but are currently transported and disposed of via existing third-party vendors for which the City has separate contracts which are subject to change:

- E-waste
- Mercury Thermostats
- Ink and toner cartridges
- Polystyrene foam
- Batteries (various types)
- Smoke Detectors
- E-Cigarettes and Vape Pens
- Fats, Oils, Grease (F.O.G.)

- Freon Aerosols and Cylinders
- TechnoTrash (CDs, video tapes, etc.)

The Contractor shall not dispose as hazardous any materials that can be managed as non-hazardous waste. The contractor shall work to minimize the number of drums or containers that will be disposed of at a permitted treatment, storage, and disposal facility (TSDF) or Class I landfill and shall recycle and reclaim wastes to reduce the volume of waste requiring disposal. The City reserves the right to use alternative vendors for all waste streams at any point in time.

2.6 Waste Types Not Accepted at the SWCC

Before unloading any vehicle, Contractor shall check for unacceptable waste such as:

- Large quantities of unknown materials;
- Waste that appears to be from a commercial business (e.g. participant is wearing a uniform and/or driving a company vehicle, large quantities of waste, etc. Commercial customers must be referred to the SQG process if they are eligible.);
- Unstable waste streams;
- Biohazardous wastes (except for home-generated sharps);
- Ammunition or explosive waste (except road flares);
- Compressed gas tanks used for welding such as Acetylene or Argon;
- Radioactive waste (except smoke alarms);
- Materials intended for the recycling area that are nonrecyclable or would be considered contaminants such as glass, wood pallets, and furniture.

The contractor shall refuse to accept such waste and must provide the vehicle operator information on how to properly dispose of the unacceptable materials.

2.7 Other Facility Operations

Reuse Room

The Reuse Room shall be open to the public during normal business hours. Contractor shall provide labor/supervision at the Reuse Room to assist residents with the rules and procedures of the free material reuse program. Contractor shall set aside unrestricted products accepted at the SWCC that are not contaminated in original containers with labels intact and that are not outdated or banned. Contractor shall stock these products into the room and log products stocked into and taken from the room by residents.

City provides an electronic self check-out system within the Reuse Room that will assist Contractor in gathering data on the number of products taken from the room by residents. Contractor shall ensure that all residents are using the checkout system to maintain an accurate accounting of products taken. All persons accepting reuse materials and products shall read and sign a liability waiver provided by the City as part of the electronic check-out system.

Recycling Area

Contractor shall supervise and manage the acceptance of recyclable wastes that will be taken to the Recycling Area by residents. The Recycling Area is located onsite and is

open only to Elk Grove residents who may bring only a limited amount and type of recyclable items per month. The following materials are collected at the Recycling Area and collected by the City's residential solid waste hauler:

- Cardboard
- Tires (only during Tire Collection Events)
- Untreated Green Waste
- Metal
- EPS
- Clothing
- Appliances
- Inerts

Contractor's oversight shall include:

- Verification of customers' jurisdiction and their waste types delivered;
- Ensuring that Participants are properly using the self-service area and not contaminating receptacles in the Recycling Area with improper/unacceptable materials;
- Collecting data from participants and directing them to the Recycling Area
- Directing customers regarding proper usage of the Recycling Area;
- Assistance with unloading (if required);
- Visual inspection of all containers at least once per day and removal of any contaminants from the bins;
- Powering up and operating a cardboard compactor several times daily during operating hours;
- Reporting any damaged or missing signage or damage to the canopy structure covering the Recycling Area to the City immediately; and
- Cleaning around the area to include picking up any recyclables on the ground, sweeping up debris, and ensuring full bins are closed and empty bins are safely accessible.

Contractor shall accommodate supervision of additional materials being collected in the Recycling Area as advised by City staff such as tire collections during predetermined event dates.

Aboveground Storage Tanks

Contractor shall be required to inspect each aboveground storage tank (containing used motor oil, Fat, Oil, and Grease, and antifreeze) daily (Saturday through Wednesday) for the following:

- Overfill/spill control equipment (including without limitations to waste-feed cutoff systems, bypass systems, and drainage systems) to ensure that it is in good working order;
- The structural integrity of the tanks to detect corrosion or releases of waste;
- Data gathered from monitoring equipment and leak-detection equipment, (including without limitations, pressure and temperature gauges, monitoring wells) to ensure that the tank system is being operated according to its design
- Signs of erosion or releases of hazardous waste in the area immediately surrounding the tank including secondary containment.

Contractor shall record the results of the inspections daily and provide inspection reports upon City request.

Illegal Dumping

Contractor shall respond to illegally dumped waste including, but not limited to, hazardous materials found within the boundaries of the City of Elk Grove including collection, transportation, and disposal. Contractor shall receive these wastes at the SWCC, evaluate and (if necessary) analyze the wastes, and package them for disposal.

2.8 Transportation and Disposal

Contractor warrants that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully load, transport, and dispose of all hazardous and universal waste that is listed in the Scope of Work.

Hazardous Waste Transportation

Contractor shall be a registered hazardous waste hauler pursuant to California Health and Safety Code and such registration shall be maintained throughout the duration of the Contract with the City. Contractor shall also own or operate a permitted TSDf or shall have a working relationship including a Contract with such a facility to dispose of wastes. Contractor shall hold a Hazardous Waste Transportation Registration with the State of California's Department of Toxic Substances Control. A copy of the Registration shall be kept at the SWCC.

Contractor assumes all responsibility allowed by law for the waste from the point at which it is accepted by the Contractor to the point at which it is accepted at the disposal or treatment destination (TSDf). City shall not be responsible for additional costs incurred as a result of a TSDf or recycling facility refusing to accept any waste material from Contractor or from misdirected waste. City reserves the right to approve or reject the management method and disposition facility selected by Contractor.

Hazardous Waste Disposal

Contractor shall provide for the ultimate disposition of waste materials accepted at the SWCC, with the exception of those for which the City may have selected an alternate vendor. Final disposition of waste materials, in compliance with Federal, State of California, and local ordinances shall follow the State's hierarchy, in the order of preference: reuse, recycling, fuels blending, treatment/neutralize, incineration, stabilization/solidify/landfill, and last, direct hazardous waste landfilling.

2.9: Data Collection and Reporting

Contractor shall ensure that all required data is being tracked and all required records are kept either electronically or hard copy as appropriate. Data collection and reporting is a critical component in operating the SWCC and requires staff specifically skilled in analytics, reporting, and professional documentation.

Contractor's City approved record-keeping system shall be electronic, with hard-copy back-up, and consist of operational, compliance, and quality-related records. Data

compiled through this system shall be used to produce management reports and performance metrics, which in turn will form the basis for continual improvement initiatives.

Reporting requirements that Contractor shall provide to the City, in an approved format, include but are not limited to:

- Monthly Facility Traffic Reports and Invoices
- Waste Storage Area Daily Pre/Post-Inspection Checklist
- Reuse Room Daily Log
- Used Oil, FOG, and Used Antifreeze tank inspections
- Forklift Daily Checklist
- Daily Safety Meeting Sign-In Form (if required – Staff Training Records)
- Secondary Containment Inspection Report
- Shipping Documents (including but not limited to Manifests, bill of lading)
- Certificates of Recycling and Destruction
- Waste Profiles and Inventory Packing Lists
- E-Waste Log Sheet and Universal Waste Lamp Inventory Sheet
- Incident Notification & Investigation Form

SECTION 3: COST PROPOSAL

Contractors must provide a comprehensive Cost Proposal for operating the Special Waste Collection Center as required in accordance with the provision and specification of this Request for Proposal (RFP). The Cost Proposal must include, but is not limited to, an estimate of total cost per month that encompasses the attached Staffing Proposal and Transportation and Disposal Rates templates. See Attachment B. Transportation and Disposal Rates must be wrapped to include materials, supplies, and administration. Contractors must include comprehensive cost details associated with the programs noted in the Scope of Work such as, but not limited to, staffing the HHW facility, Reuse Room, Recycling Area, and Door-to-Door Program, and costs associated with Emergency Response Services. Contractors should carefully review all sections to clearly understand the RFP requirements and needs before submitting their cost proposal.

All compensation in the final contract shall remain in effect for the first three years of the contract.

Figure 2: Facility Plot Plan Area

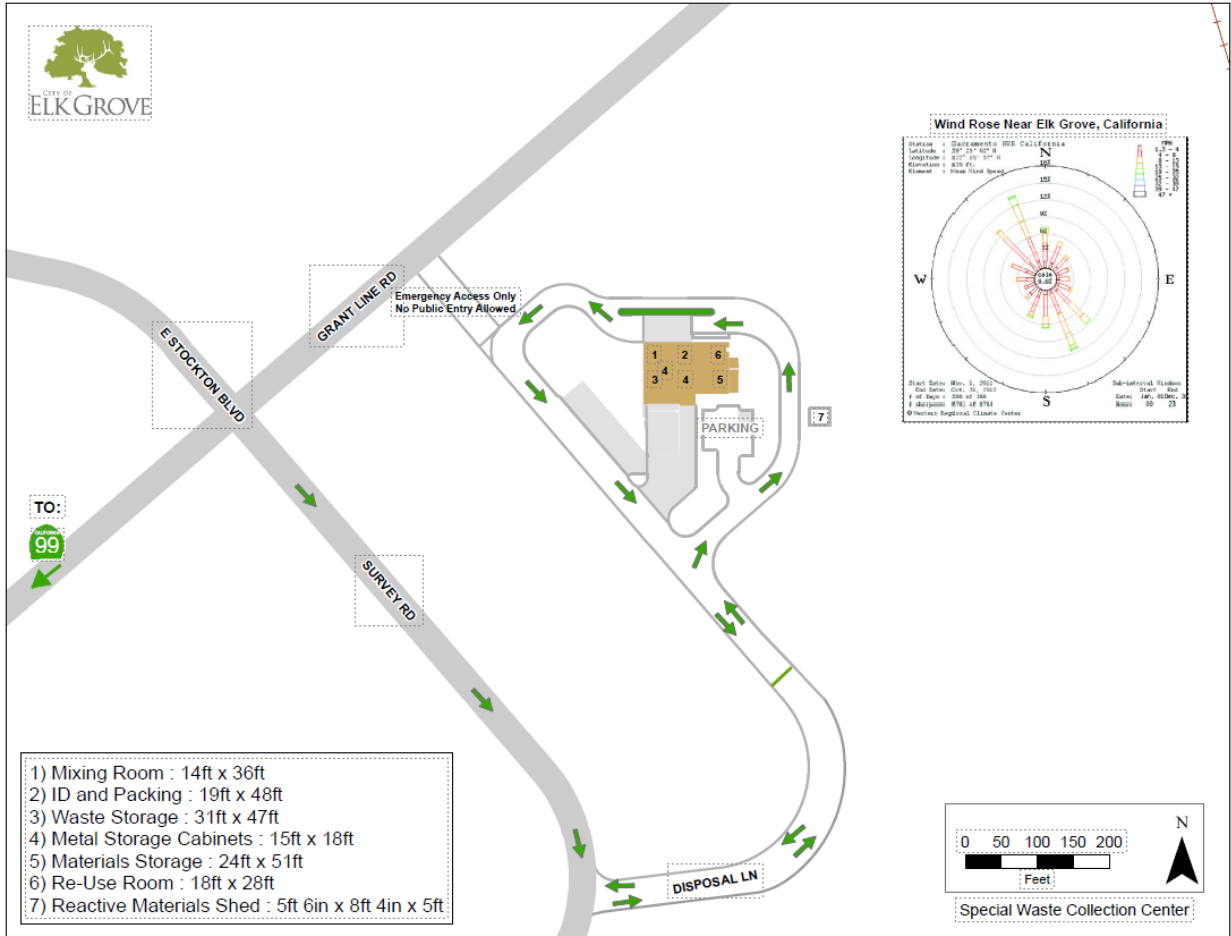


Figure 3: Public Access Map

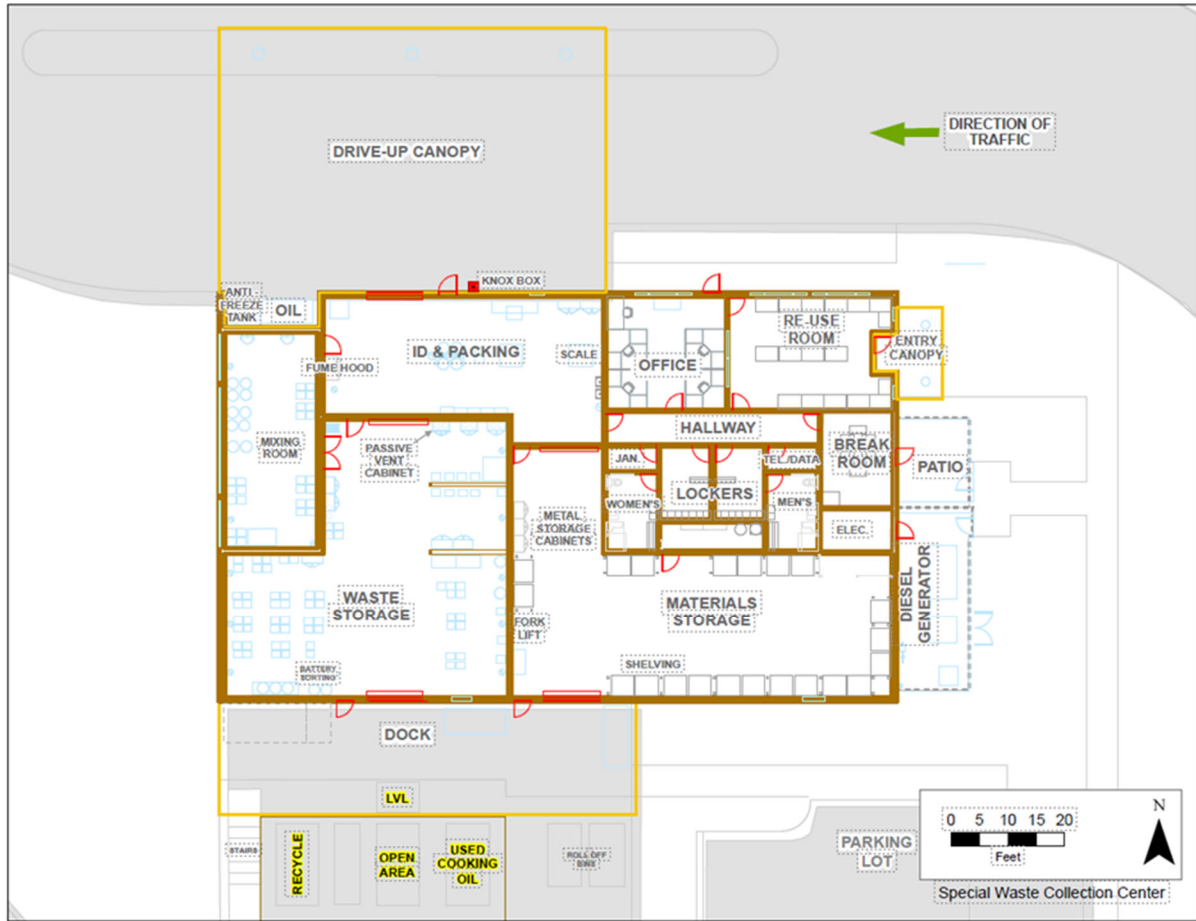
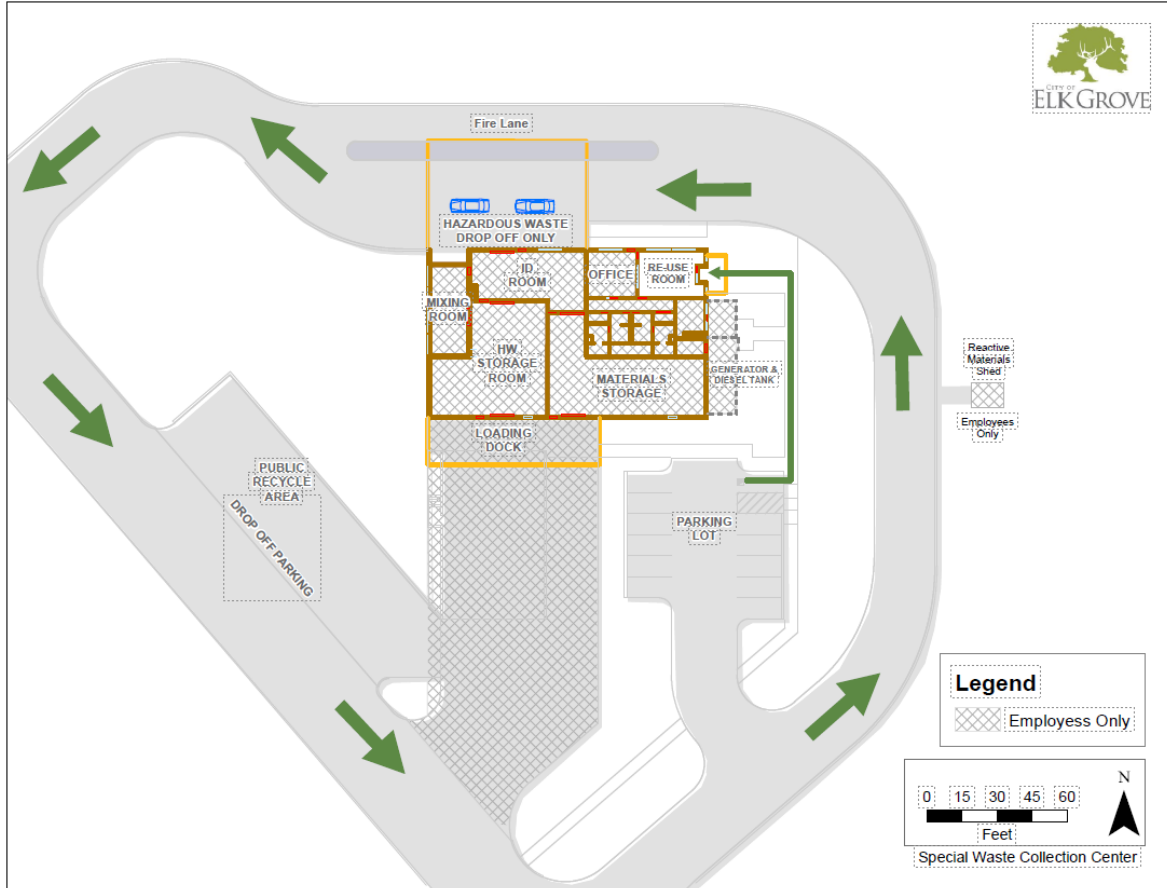


Figure 4: Location Layout



Attachment A
Contractor Evaluation and Selection Criteria Scoring Sheet

Name of Company: _____

Ranking: _____ **of** _____ **Date:** _____

<p>Guidelines for Proposal: Completeness all items listed in the Guidelines for Proposal. Each proposal will be reviewed for omissions, or other failures to conform to the requirements of the RFP.</p>	<p style="text-align: center;">Notes:</p>
<p>Qualifications and Experience: Contractor’s qualifications, experience, and references from existing or prior clients. Demonstration of high-quality customer service.</p>	<p style="text-align: center;">Notes:</p>
<p>Work Plan Narrative: Quality and alignment of the Work Plan narrative with specifications of the Scope of Work.</p>	<p style="text-align: center;">Notes:</p>
<p>Supportive Information: Contractor’s financial stability, capacity to operate the SWCC, existing facilities and operations, records relating to compliance, health, safety, and transportation. This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Contractor’s qualifications.</p>	<p style="text-align: center;">Notes:</p>
<p>Cost Proposal: Costs for requested services clearly linked to components of the Work Plan narrative, Staffing Proposal and Transportation and Disposal tables with the described needs of the SWCC. The Cost Proposal will be evaluated for completeness, consistency, competitiveness, and prioritization of the City’s standards of exceptional service and sustainability.</p>	<p style="text-align: center;">Notes:</p>

Evaluators Name: _____

Print

Attachment B

Staffing Proposal and Transportation and Disposal Rates

Contractors must submit a detailed personnel and staffing proposal. Contractor shall provide ample daily staffing necessary to fulfill all SWCC programs and services described in the Scope of Work and in accordance with the City’s standards of providing exceptional customer service. See below for a staffing proposal template to submit along with a narrative describing the staffing plan. Proposals may include additional information in the Staffing Proposal template and/or multiple templates to reflect anticipated staffing schedules.

Staffing Proposal

Staff	Hours per week	Cost per hour	Weekly Cost	Monthly Cost
		\$ -	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00
		\$ -	\$0.00	\$0.00
Labor Costs			\$0.00	\$0.00

Additional Temporary Staff (As Needed)

Staff	Cost per hour
	\$ -
	\$ -
	\$ -

	Inorganic poisons/pesticides (liquid)																
	Hypochlorite compounds																
	Solvent sludge																
	Halogenated solvents																
	Non-halogenated solvents (toxic)																
	Reactive																
	Reactive cyanides																
	Reactive sulfides																
	Water reactive compounds, flammable gas producing, heat generating																
	Water reactive compounds, acid gas producing																
	Water reactive compounds, ammonia gas producing																
	Explosives																
	Fusees (Road flares)																
	Ammunition																
	Fusees (marine flares)																
	Compressed gas cylinders *																
2. PCB - containing	PCB-containing paint																
	Other PCB waste (includes ballasts)																

	Other PCB waste (solid)																
	Other PCB waste (liquid)																
3. Reclaimable	Antifreeze																
	Auto type batteries (motor vehicles) *																
	Latex paint *	R															
	Motor oil/oil products *																
	Motor oil (contaminated)																
	Motor oil (non-contaminated)																
	Used oil filters (recyclables only)																
	4. Universal Waste (UW)	Mercury containing automatic switches / thermometers / and novelties															
Mercury containing thermostats																	
Mercury containing waste (other)																	
Elemental mercury																	
Organic mercury compounds																	
Fluorescent tubes (straight)																	
Fluorescent tubes (u-shaped)																	

	Compact fluorescent tubes (CFLs)																
	Fluorescent tubes (broken)																
	HID bulbs, Hg vapor, high pressure sodium, metal halides																
	Shatter shields																
	Low pressure sodium bulbs/lamps																
	Neon bulbs & related material																
	UV lamps																
	Lamps (other)																
	Nickel-cadmium (NiCd) *																
	Nickel metal hydride (NiMH) *																
	Lithium-ion																
	Rechargeable batteries (other)																
	Other batteries (recycled)																
	Other batteries (landfilled)																
	Alkaline batteries																
	Lithium batteries *																
	Gell cell batteries *																
	Aerosol cans																
Electronic Waste (UW)	Covered Electronic Devices																

	Universal Waste Electronic Devices																	
5. Acid	Inorganic and organic acid (mixed)																	
	Inorganic acid (solid and liquid)																	
	Inorganic acid (solid)																	
	Inorganic acid (liquid)																	
	Organic acid (solid and liquid)																	
	Organic acid (solid)																	
	Organic acid (liquid)																	
	Inorganic and organic base (mixed)																	
6. Base	Inorganic and organic acid (mixed)																	
	Inorganic acid (solid and liquid)																	
	Inorganic base (solid and liquid)																	
	Inorganic base (solid)																	
	Inorganic base (liquid)																	
	Organic base (solid and liquid)																	
	Organic base (solid)																	
	Organic base (liquid)																	

7. Oxidizer	Neutral oxidizer																
	Organic peroxide																
	Oxidizing acid																
	Oxidizing base																
	Ammonium nitrate fertilizers																
8. Asbestos	Asbestos																
9. Other HHW	Mop Water																
	Thin-walled freon aerosols *																
	Freon/Refrigerant *																
	Propane Cylinders																
	Fire Extinguishers																
	Class 9 Non-RCRA Solids																
	Broken Lead Acid batteries																
	Electronic Ballasts (non-PCBs) - Universal Waste																
	Solar Panels																
	Pharmaceutical Waste, Non-Haz (excluding Sharps)																
	Contaminated PPE																
	Explosive																
	Other (name) _____																

Attachment C
Sample Professional Services Contract

CITY OF ELK GROVE



CONSULTANT CONTRACT FOR

CONSULTANT'S NAME

Title of Contract

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 2023, by and between City of Elk Grove, a municipal corporation (the "City") and _____, a _____ (the "Consultant"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. SCOPE OF SERVICES

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on _____, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to modify the Scope of Work and/or extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as

to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

3. SCHEDULE FOR PERFORMANCE

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the “Schedule of Performance”), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City Manager, or the City Manager’s authorized representative. Consultant’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

4. COMPENSATION

A. Consultant shall be paid as set forth in **Exhibit C**, “Compensation and Method of Payment,” attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed [REDACTED] (\$ [REDACTED]), without City’s prior written approval. Said amount shall be paid upon submittal of an invoice showing completion of the tasks, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Consultant’s performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

5. NOTICES

A. Consultant shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove	City of Elk Grove
Attn: Finance Department	Attn: City Attorney’s Office
8401 Laguna Palms Way	8401 Laguna Palms Way
Elk Grove, California 95758	Elk Grove, California 95758

Consultant shall serve the City notice in writing by certified mail prior to a change of address. The notice shall include the new address where notices and communications related to the Agreement may

be sent, the point of contact for the Agreement, and include the point of contact's phone number and email address.

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:



6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto.

A. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

B. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

C. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

D. Any third-party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

E. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

12. FUNDING

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one

detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

16. COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

17. REPRESENTATIONS

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent Consultant before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards, and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee

in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

21. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Consultant shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Consultant. Consultant’s failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

23. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$2,000,000	\$4,000,000	Additional Insured Waiver of Subrogation Primary Non-Contributory
Auto Liability	\$5,000,000 (Any Auto)		Additional Insured Waiver of Subrogation MCS-90 / CA 9948
Work Comp Employer’s Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Pollution and Environmental Liability	\$10,000,000	\$10,000,000	Requirement extends 5 years past contract expiration

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

24. EVIDENCE OF INSURANCE COMPLIANCE

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process Consultant’s proof of insurance.

Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

25. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

26. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

27. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

28. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

29. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third-Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Consultant that any such person or entity, other than City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of

their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies against the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

30. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this _____ day of _____, 20____, by the Parties as follows:

Approved to as form:

CONSULTANT

By: _____

By: _____

Attorney for Consultant

Approved as to form:

CITY OF ELK GROVE

By: _____

By: _____

Jonathan P. Hobbs, City Attorney

Jason Behrmann, City Manager

Attest to:

By: _____

Jason Lindgren, City Clerk

Dated: _____

SAMPLE

EXHIBIT A
Scope of Work

SAMPLE

EXHIBIT B

Schedule of Performance

SAMPLE

EXHIBIT C

Compensation and Method of Payment

SAMPLE

EXHIBIT D
Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Consultant shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Consultant maintain any programs of self-insurance, Consultant shall comply with the applicable fulfillment of any self-insured retentions.

1. General Liability:

- a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:

Each occurrence:	Two Million Dollars (\$2,000,000)
Products & Completed Operations:	Two Million Dollars (\$2,000,000)
Damage to Leased Premises:	Two Million Dollars (\$2,000,000)
Aggregate:	Four Million Dollars (\$4,000,000)
- e. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant, premises owned, occupied, or used by Consultant, or automobiles leased, hired, or borrowed by Consultant on a separate endorsement acceptable to the City.
- f. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
- g. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
- h. Provision or endorsement stating that for any claims related to this contract, Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of operation, maintenance, or use of any automobiles.
- b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, Symbol 1 (any auto).
- c. The limits of liability per accident shall not be less than:

Combined Single Limit	Five Million Dollars (\$5,000,000)
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- d. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured.
- e. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
- f. Coverage shall contain an MCS 90 endorsement, a DTSC 8038 endorsement, and an ISO CA 99 48 Broadened Auto Pollution Liability endorsement or equivalent. The City will accept a DTSC 8038 in place of an MCS 90 if the contractor is not required by Federal Law to provide an MCS 90.

3. Worker's Compensation:

- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless Consultant is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
- b. Employer's Liability Coverage shall not be less than:

Each accident	Two Million Dollars (\$2,000,000)
Each disease by employee	Two Million Dollars (\$2,000,000)
Each disease policy limit	Two Million Dollars (\$2,000,000)
- c. If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.
- d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.

4. Pollution and Environmental Liability

- a. Pollution and Environmental Impairment liability coverage for losses caused by sudden, accidental, and long-term pollution release and conditions resulting in, but not limited to, bodily injury, personal injury, property damage, cleanup and remediation costs of property regardless of ownership, and emergency response cost coverage.
 - b. The limits of liability per occurrence shall not be less than One Million Dollars (\$10,000,000).
 - c. The insurance shall include a provision or endorsement naming the City, its officials, employees, agents, and volunteers, each as additional insureds with respect to any potential liability arising out of the performance of any work under the Contract.
 - d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
 6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
 7. Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
 8. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
 9. Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
 10. If Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance.

Premiums for such insurance procured by the City shall be deducted and retained from any sums due Consultant under the contract.

11. Failure of the City to obtain such insurance shall in no way relieve Consultant from any of its responsibilities under the contract.
12. The making of progress payments to Consultant shall not be construed as relieving Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
13. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: _____

Date: _____

Name: _____

Title: _____

Attachment D

City Provided Equipment

Chemically Resistant Unloading Carts	Break Room Furniture and Appliances
Hazmat Storage Lockers	Ladders
Oil Tank Collection System	Impact Wrench
Antifreeze Tank Collection System	Bolt Cutters
Door Lock Security System	Internet and WiFi
Panic System for Emergency	Office Furniture (Chairs and Desks)
Laboratory Safety Equipment	Safety Traffic Cones
Platform Scale	Recycling Area Rolloff Containers/Bins
Forklift	Trash, Recycling, and Organics Service
Lock Out/Tag Out cabinet	Battery Handler (to move car battery)
Air Compressor	Hazmat Storage Cabinets and Lockers
Aerosol Can Crusher with Monitor System	Desktop Computers and Laptops
Mercury Spill Kit	Cell Phones and Walkie Talkies
Class D Fire Extinguisher	Scanning and Photocopy Machine
ABC Dry Chemical Fire Extinguishers,	Drum Dain Funnels
First Aid Fire Wool Blanket	Wet/Dry Vacuum
First Aid and Bloodborne Pathogens Kit	Antistatic Bonding/Grounding Clamps
Heart Start Defibrillator	Continuity Tester
Knox Boxes	Drum Grabber Tools
Security Cameras	Storage Shelving
Emergency Generator	Battery Sorting Table
Wall Mounted Safety Signs	Container Lid Covers
Fireman's Hook	Radioactive Meter, Noise Meter, Toxic Gas Detector

Attachment E

Contractor Maintenance Requirements for the SWCC

Item	Maintenance Requirement
Steel Building Structural/Exterior & Interior Paneling, Fencing, Gate	Exterior of building should be high pressure washed annually by City. Fencing and gate are to be maintained by City Facilities. Fencing and gates are to be secured by Contractor.
Exterior/ Interior Personnel Doors, Door Frames	City Facilities to maintain all doors and the door security system. Contractor to secure all property locked and closed Saturday – Wednesday. City Facilities personnel do not work on Sundays.
Floor and Bays	Maintain floor and bays. City Facilities to repair as necessary. Contractor shall clean floors no less than weekly or as needed if more frequently in the materials storage room, ID packing room, reuse room, hazardous waste room hazardous storage room and dock area.
Fire Protection System	City Facilities to arrange for the system is to be inspected annually by a qualified contractor and that all fire extinguishers are serviced annually. All storm drains, double check valve, emergency generator, fire overflow tank, and alarms systems should be checked by Contractor on a regular schedule. Contractor shall insure that all fire lanes are always open and clear both inside the facility and outside the facility.
Eye Wash and Shower	Contractor required to test and record no less than required by OSHA.
Electrical/Storage Rooms	Contractor shall keep electrical panels clear and accessible. Electric panels – locked with onsite supervisor control of key. Report circuit disruptions or electrical issues immediately to City. Do not use circuit breakers as switches.
Light Fixtures	City Facilities shall replace as needed. Contractor is to communicate the need for repairs promptly to City staff.
Ventilation Equipment	HVAC shall be maintained by City staff. City staff to check twice yearly all mechanical equipment, including fans, heaters, A/C unit, water heater, etc. Replace A/C filters quarterly or more often if necessary.
Roll Up Doors and Operator	Contractor shall monitor and report to City to perform maintenance specified in owner's manual.
Asphalt and Concrete Surfaces	Contractor shall be responsible for day-to-day sweeping of asphalt and concrete surfaces, primarily in the Recycling Area. City will utilize a street sweeper once per month.
Site Drainage	Contractor to monitor drainage of all storm water off site and report to City.
Litter	Contractor to remove debris immediately adjacent to building. Contractor to perform a litter sweep twice a week.