

Santa Cruz Port District
REQUEST FOR PROPOSALS FOR GARBAGE HAULING SERVICES

The Santa Cruz Port District is seeking proposals from qualified independent contractors for:

GARBAGE HAULING SERVICES

BACKGROUND

The Santa Cruz Port District owns and manages the Santa Cruz Harbor. The harbor serves a wide range of user groups which heavily impact refuse bins and receptacles. Approximately twenty-seven (27) rolling dump bins and approximately forty-five (45) garbage receptacles at various locations in the north and south harbor require emptying and transferring to a central compaction site, located in the north harbor.

It is the intention of the Santa Cruz Port District to contract with a bonded and insured company who has primary knowledge and experience performing garbage hauling services.

All proposals shall include a minimum of three references from commercial or governmental clients. References shall include the name and phone number of a contact person that directly supervised the contractor's work.

Proposals shall indicate pricing on a monthly basis for the scope of services to be provided. Proposals shall also include hourly prices for additional hauling services following high-use events at the Harbor (e.g. Memorial Day or Fourth of July), and for call-in on an as-needed basis.

The Port District anticipates awarding a contract for services for one-year with annual extensions available for succeeding years.

The Port District reserves the right to award more than one contract, to reject all proposals, or to negotiate rates with any qualified proposer.

The contract(s) will be awarded to the most qualified and responsive proposers, and will not be awarded solely on the basis of the lowest pricing contained in the proposals. A sample contract including the Port District's insurance requirements is attached for reference.

GENERAL CONDITIONS OF SUBMISSION:

Proposals will be received at the Santa Cruz Harbor office until 2:00 p.m. on Tuesday, November 27, 2018. Responses may be hand delivered, mailed, or delivered via courier service to the address below. Proposals received after the due date and time will not be considered. Faxed or emailed responses will not be accepted.

Five (5) copies of the proposal shall be furnished in a sealed envelope, addressed to:

*Santa Cruz Port District
Attn: Brenda Ramos, Facilities Coordinator
135 5th Avenue
Santa Cruz, CA 95062*

PROPOSAL SUBMISSION REQUIREMENTS:

All responders shall include in their submittal:

1. Transmittal Letter: Indicate who will be the Port District's primary contact, a summary of contractor qualifications and that the proposal will be valid for ninety (90) days.
2. Completed and signed Official Proposal Form.
3. A list of three (3) references that the District may contact in order to assist in the evaluation of past performance.
4. Approach/Work Plan: Describe how as a contractor you will approach work in a busy commercial and recreational marina and/or park environment. Indicate how quality control will be ensured and reported to the Port District.
5. Scope of Services: Describe the complete scope of services to be provided.
6. Experience: List your years of experience providing similar services. Indicate years of experience providing services to government agencies.

The proposal should contain no more than eleven (11) pages of written material (excluding biographies, resumes and brochures, which may be included in an appendix), describing the ability of the contractor to perform the work requested, as outlined below.

PROJECT ADMINISTRATION

Port District managers will serve as the primary contract administrators. Proposer shall indicate one point of contact for the resulting contract designated as the project manager with requirements listed in the Scope of Services section below.

SCOPE OF SERVICES

Duties and Frequency:

Proposals should include all necessary labor, equipment, and supplies for regular hauling and transferring of garbage to the Port District's compactor according to the following schedule:

Summer Season (April 1-first Monday in September/Labor Day):

Three days per week on Wednesday, Friday, and Sunday.

Winter Season (Day after Labor Day-March 31):

Two days per week on Monday and Friday.

Collection Hours:

5:00AM-10:00AM and/or 4:00PM-10:00PM.

The Contractor is responsible for transferring the garbage collected in approximately twenty-seven (27) rolling dump bins and approximately forty-five (45) garbage receptacles at various locations in the north and south harbor. Garbage shall be transferred by towing the dump bins behind the Contractor's vehicle to the Port District garbage compactor

located in the north harbor, across from the U-Dock entrance gate. Each dump bin shall be emptied into the compactor and returned to its original location. It is the Contractor's responsibility to keep the regular locations of the dump bins and the area around the compactor free of accumulated debris and trash. The area adjacent to the compactor shall be broom-clean at the end of each collection day.

ON-CALL WORK

In addition to the duties listed above, the contractor may occasionally be called for additional work. Examples of such occasions are after high-use events at the harbor, such as holidays; after harbor-sponsored special events; or for small-scale accident or disaster clean-up. On-call work shall be ordered verbally. The contractor shall specify an hourly rate for this type of work.

VEHICLE REQUIREMENTS / INSURANCE

The Contractor shall provide the vehicle for hauling and transferring of garbage to the Port District's compactor. Proof of insurance is required showing minimum coverage. The Santa Cruz Port District shall be listed as an additional insured.

EVALUATION OF PROPOSAL:

The Santa Cruz Port District will determine the best, responsible bid proposal. The Port District reserves the right to reject all bid proposals.

OFFICIAL PROPOSAL FORM

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP: _____

LICENSE NO.: _____ CLASS: _____ EXP. DATE: _____

TAX I.D. NO.: _____

TELEPHONE NO: (____) _____ FAX NO: (____) _____

RATES*:

Regular Service: \$/month _____

On-Call Service:

Straight Time (M-F, 8 am – 5 pm) \$/hr _____

Overtime (weekdays M – F) \$/hr _____

Overtime (weekends) \$/hr _____

Holiday (Nationally Observed) \$/hr _____

Supplies and Materials: Cost Plus % _____

*Rate sheet may be attached in lieu of above.

HISTORY / ORGANIZATIONAL BACKGROUND:

Please describe your company's history, mission, programs, and services; administrative structure and experience, including length of time in providing similar services. Please include any past experience with local governments. Attach additional sheets if needed.

Sole proprietorship? YES NO

Number of employees? FULL TIME _____ PART TIME _____

LIST OF REFERENCES (must provide 3):

1. _____

2. _____

3. _____

PROPOSAL - SIGNATURES PAGE

The undersigned, representing _____ ,
hereby certifies that the information presented on the attached pages is true and correct in
response to the Santa Cruz Port District's Request for Proposals.

SIGNATURE OF COMPANY REPRESENTATIVE: _____

NAME OF COMPANY REPRESENTATIVE:

TITLE OF COMPANY REPRESENTATIVE:

DATE EXECUTED: _____

By: _____
(Signature)

(Printed name of signor)

(Title of signor)

SAMPLE FORM OF CONTRACT

It is agreed between the Santa Cruz Port District, Santa Cruz, California, and Contractor as follows:

1. SCOPE OF WORK

In consideration of the payments hereinafter set forth, Contractor shall perform services for Port District in accordance with terms, conditions, and specifications set forth herein and in Exhibit "A" attached hereto for the Santa Cruz Port District.

2. CONTRACT TERM

The term of this agreement shall commence on (TBD) and expire on (TBD), with the option to renew for two, one-year terms upon mutual agreement of both parties, unless otherwise terminated as provided herein.

3. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and in Exhibit "B", Port District shall make payment to Contractor in the manner specified herein and in each respective Exhibit. In the event that the Port District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Port District at the time of contract termination. The Port District reserves the right to withhold payment if the Port District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services in any contract year exceed TBD dollars (\$_____).

4. RELATIONSHIP OF THE PARTIES

Contractor agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the Port District and that Contractor acquires none of the rights, privileges, powers or advantages of Port District employees.

5. INSURANCE AND INDEMNITY

Contractor, at its own expense, shall provide and keep in force, commercial liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than One Million Dollars (\$1,000,000.00) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than One Million Dollars (\$1,000,000.00) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence in respect to damage to property. Port District shall be named as an additional insured on Contractor's insurance policy Contractor shall provide Port District with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, prior to commencing work. The Contractor shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and three hundred thousand dollars, (\$300,000) property damage. To the full extent permitted by law

Contractor agrees to defend, indemnify and hold Port District, its employees, agents, and officers, harmless from any and all claims, damages, and liability in any way occasioned by or arising out of the contractor's negligent performance of services under this agreement, breach of contract or construction defects arising out of Contractor's work.

6. NON-ASSIGNABILITY

Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Port District, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

7. TERMINATION OF AGREEMENT

The Port District may, at any time, terminate this Agreement, in whole or in part, for the convenience of Port District, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Port District and shall be promptly delivered to the Port District. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. WORKER'S COMPENSATION INSURANCE

Contractor agrees and understands that the Port District does not provide Worker's Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

9. PAYMENT OF PERMIT/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

10. NON-DISCRIMINATION

No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

11. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the Port District makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the Port District, a federal agency, and the state of California.

12. MERGER CLAUSE

This Agreement, including each respective Exhibit attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Port District. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in each respective Exhibit attached hereto, the terms, conditions, or specifications set forth herein shall prevail.