

**TOWN OF LOS GATOS
DEPARTMENT OF PARKS AND PUBLIC WORKS
41 MILES AVENUE, LOS GATOS, CA 95030**

**REQUEST FOR PROPOSAL
FOR SERVICES**

**Downtown Los Gatos Garbage and Recycling
Receptacle Collection and Cleaning Services**

PROPOSAL SUBMITTAL DEADLINE:

DATE: MAY 27, 2022

TIME: 5:00 P.M.



REQUEST FOR PROPOSAL

1. INTRODUCTION

The Town of Los Gatos (“Town”) is soliciting Request for Proposals (RFP) from qualified firms to provide weekend collection and cleaning of garbage, recycling, and pizza box receptacles, and an additional mid-week collection of recycling receptacles only, for approximately 114 public receptacles, including 7 pizza box receptacles in Downtown Los Gatos. Receptacles are located on sidewalks or adjacent park areas along the streets highlighted on the attached location map (Attachment E). The term of the service agreement is anticipated to be for a five year period beginning **September 1, 2022** and ending **June 30, 2026**. The selected proposer will be expected to deliver complete, high-quality services, and to consult and work with Town staff as needed. The award of any contract shall be the sole discretion of the Town.

The current inventory of receptacles in Downtown Los Gatos is shown below. As provided for in the cost proposal form included as part of this RFP, proposers are requested to provide proposals for the current receptacle inventory.

Receptacle Type	Current
Garbage	61
Recycling	50
Pizza Box Receptacles	7
Big Belly Combined	3
Total	114

More detailed information on the project is included in Attachment A.

2. ATTACHMENTS

The attachments below are included with this Request for Proposal (“RFP”). The items identified with an asterisk (*) must be completed, signed by the appropriate representative of the company, and returned with the submittal.

- Attachment A – Scope of Services
- Attachment B – Proposer’s Information Form*
- Attachment C – Agreement for Services
- Attachment D – Cost Proposal Format*
- Attachment E – Location Map

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Conference: All interested proposers are required to attend a mandatory proposal meeting on **Wednesday May 18, 2022 at 10:00 a.m.** at the Town of Los Gatos Service Center administrative offices located at 41 Miles Avenue.

3.2 Examination of Proposal Documents.

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

3.2.1 Have carefully read and fully understand the information that was provided by the Town to serve as the basis for submission of this proposal.

3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.

3.2.3 Represent that all information contained in the proposal is true and correct.

3.2.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.

3.2.5 Acknowledge that the Town has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the Town permission to make these inquiries, and to provide any and all related documentation in a timely manner.

3.3 No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.

3.4 Questions.

Any questions by the Proposer regarding this RFP or the project must be put in writing and received by the Town no later than **5:00 p.m. on May 20, 2022**. Correspondence shall be addressed to:

Marina Chislett
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA, 95030
Telephone: (408) 399-5778
E-mail: mchislett@logatosca.gov (Preferred)

The Town shall not be responsible for nor be bound by any oral instructions, interpretations, or explanations issued by the Town or its representatives.

Responses from the Town to questions by any Proposer will be communicated in writing to all recipients of this RFP. Questions received after the date and time stated above will not be accepted and will be returned to sender/s without response.

3.5 Addenda.

Any addenda issued by Town shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer.

3.6 Submission of Proposals:

All proposals shall be submitted to:

Marina Chislett
Department of Parks and Public Works
41 Miles Avenue
Los Gatos, CA, 95030
Telephone: (408) 399-5778
E-mail: mchislett@losgatosca.gov (preferred)

Proposals must be delivered no later than **5:00 pm on May 27, 2022**. All proposals received after that time will not be accepted.

3.7 Withdrawal of Proposals.

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

4. RIGHTS OF THE TOWN OF LOS GATOS

This RFP does not commit the Town to enter into a contract, nor does it obligate the Town to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The Town reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers regarding project scope;
- Accept other than the lowest cost offer;
- Waive informalities and irregularities in the Proposals; and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the Town.

Town staff shall rate and select the company based on the following criteria:

- Completeness of the proposal (30%)
- Qualification of the project team and key personnel (35%)
- Approach and understanding of the project and tasks (35%)

If necessary, oral interviews may be conducted with top-ranking firms based on the evaluation of the proposals.

An agreement shall not be binding or valid with the Town unless and until it is executed by authorized representatives of the Town and of the Proposer.

5. RFP TIMELINE

The Town intends to select a contractor prior to July 1, 2022. The Town may, at its own discretion, conduct interviews and other evaluations of some, all, or none of the applicants prior to selection. The Town will select the firm that best meets the needs of the Town.

6. INFORMATION TO BE SUBMITTED

These guidelines govern the format and content of the proposal. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the Town's requirements and the contractor's ability to meet those requirements.

In addition to the items included within this RFP and attachments A - E, the proposal should include the following information:

- Cover letter describing how the consultant can meet the needs of the Town.
- Relevant experience and expertise of the firm.
- Identification of the project team, including the main project contact.
- Resumes for the project team identifying relevant experience.
- Description of and three references for projects of similar size and scope.
- Other relevant information to assist the Town in its selection.

7. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this RFP, if awarded, will be an Agreement for Services. The method of payment to the successful Proposer shall be for services provided based on established rates for services with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the Town as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, materials, delivery, transportation, communications, and any subcontracted items of work.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements.

The above factors will be taken into account in evaluating proposals. Proposals that take exceptions to the proposed Agreement may be determined by the Town, at its sole discretion, to be unacceptable and no longer considered for award.

8. INSURANCE REQUIREMENTS

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Town of Los Gatos as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by the Town of Los Gatos. The selected Proposer agrees to provide the Town with a copy of said policies, certificates and/or endorsement upon award of Agreement.

9. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the Town of Los Gatos. At such time as the Town awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The Town shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary,” or if disclosure, in the Town’s sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Los Gatos may determine, in its sole discretion that the information that a Proposer submits is not a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the Town shall provide the Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer’s sole expense.

10. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

11. DISQUALIFICATION

Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the Town;
- Evidence of incorrect information submitted as part of the proposal;

- Evidence of Proposer’s inability to successfully complete the responsibilities and obligations of the proposal; and
- Proposer’s default under any previous agreement with the Town.

12. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the Town.

13. GRATUITIES

No person shall offer, give or agree to give any Town employee any gratuity, discount or offer of employment in connection with the award of contract by the Town. No Town employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a Town contract.

14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide contractual services under this RFP will be subject to the following requirements:

The consultant or other entity who works on the procurement will be precluded from submitting proposals or proposals as a prime consultant or subconsultant.

The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Proposer.

15. TERM OF AGREEMENT

The effective date of this Agreement shall begin on **September 1, 2022** and will continue through **June 30, 2026**, subject to appropriation of funds, notwithstanding other provisions in the agreement.

16. PREVAILING WAGES

In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. Service Provider will be required to pay to all persons employed on the project by the Service Provider sums not less than the sums set forth in the documents entitled “General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1.” These documents may be obtained from the State of California.

Pursuant to Labor Code section 1725.5, no contractor or subcontractor may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations and/or the Town of Los Gatos.

The Contractor is required to post notices on Public Works requirements.

**ATTACHMENT A
Scope of Services**

SCOPE OF WORK

Garbage Receptacle Collection

The Contractor will be required to perform garbage receptacle collection once on Saturday and once on Sunday between the hours of 6:00 a.m. and 8:00 a.m. All garbage must be transported to the Town of Los Gatos South Corporation Yard located at 41 Miles Avenue either in secured plastic bags, or in a refuse-type vehicle with an enclosed body that completely contains all liquids and solid materials. All garbage shall be directly deposited into designated garbage containers located at the South Yard.

Any plastic bag liners used for the transport of garbage from the Downtown cans to the Town’s South Yard shall be provided for by the contractor at the contractors sole cost, with no separate payment for plastic liners as part of the proposal proposal. Any plastic bag liners used for garbage receptacles must meet the following specifications:

Garbage Can Liner Specification

Color	Black or dark green
Thickness	1.2 mil or greater
Size	42” x 48”
Capacity	50 gallon

The Contractor shall also be responsible for picking up all litter and loose material within a 4’ radius of the receptacle and shall also remove any garbage or other material places on top of the receptacle. The contractor shall removal all litter and loose material that has accumulated between the plastic insert and the decorative metal receptacle. All loose material collected shall be bagged and transported to the Town of Los Gatos South Corporation Yard located at 41 Miles Avenue and placed in the designated garbage container. Trash shall be deposited directly into the designated bin. Cross-contamination by Contractor may be subject to penalties in violation of Senate Bill 1383 (SB 1383).

Recycling Receptacle Collection

Recycling containers shall be emptied on Wednesday, Saturday and Sunday, between the hours of 6:00 a.m. and 8:00 a.m. All recyclable must be transported to the Town of Los Gatos South Corporation Yard located at 41 Miles Avenue either in secured plastic bags, or in a refuse-type vehicle with an enclosed body that completely contains all liquids and solid materials. Recyclables shall be deposited directly into the designated recycling bin or dumpster at the South Yard. Contractor shall take care such that loose recyclables shall not be co-mingled with garbage.

Any plastic bag liners used for the transport of recyclables from the Downtown to the Town’s South Yard shall be provided for by the contractor at the contractors sole cost, with no separate payment for plastic liners as part of the proposal proposal. Any recycling container liners used must meet the following minimum specifications:

Recycling Can Liner Specification

Color	Gray or clear
Thickness	1.5 mil or greater
Size	36” x 48”
Capacity	50 gallon

The Contractor shall also be responsible for picking up all litter and loose materials within a 4’ radius of the recycling receptacle and shall also remove any material placed on top of the receptacle. The contractor shall remove all litter and loose material that has accumulated between the plastic insert and the decorative metal receptacle. All loose material collected shall be bagged and transported to the Town of Los Gatos South Corporation Yard located at 41 Miles Avenue and placed in the designated recycling bin. Any organic or putrescent material (i.e. food, pet waste, green waste, etc...), dirt, or other clearly non-recyclable material found around or outside the recycling container shall be separately bagged and disposed of as garbage. Waste shall be deposited directly into the designated bin. Cross-contamination by Contractor may be subject to penalties in violation of Senate Bill 1383 (SB 1383).

Pizza Box Receptacle Collection

Pizza Box containers shall be emptied on Wednesday, Saturday and Sunday, between the hours of 6:00 a.m. and 8:00 a.m. Pizza Box receptacles do not have liners and require contractor to dispose of boxes in a secured plastic bag, or refuse-type vehicle with an enclosed body that complete contains all liquids and materials to be transported to the Town of Los Gatos South Corporation Yard located at 41 Miles Avenue. Trash shall be deposited directly into the designated bin. Cross-contamination by Contractor may be subject to penalties in violation of Senate Bill 1383 (SB 1383).

Cleaning, maintenance, and other responsibilities

The tops of all receptacles and entire pizza box receptacles shall be cleaned once each week with an approved non-toxic, biodegradable cleaner. All loose material (trash, recyclables, organic matter, etc...) shall be removed form the area between the decorative receptacle and the hard plastic container in conjunction with each scheduled collection. Any littler or other solid waste within a 4’ radius of the receptacle shall also be collected. All defects, such as broken latches, missing covers, missing or broken inserts, etc..., shall be noted and the Town advised by email of the defective condition and location no later than 8:00 a.m. the following day, except that the Town shall be

notified immediately by phone at (408) 399-5770 of any conditions that could constitute an immediate or imminent hazard to pedestrians or vehicles.

Following collection of materials, all receptacle doors shall be securely closed and all tops shall be properly positioned.

Existing Collection Services: Optional Friday placement of liners

The Town's franchised solid waste collection company, West Valley Collection and Recycling (WVCR), currently collects garbage from Downtown receptacles 5 days per week but does not place liners in the cans as garbage is collected with the use of compacting garbage collection vehicles and transported directly to the landfill. WVCR does not service the downtown recycling receptacles.

Should the selected contractor desire to place liners in garbage receptacles on Friday following scheduled collection by WVCR (typically completed by 9:30 a.m.), the Town shall bear no responsibility, nor shall any additional compensation be due to the contractor, for missed or delayed collection of cans by WVCR that may impact the placement of liners.

Review of existing can locations; Relocations and/or addition of cans

Within 60 days following the start of this contract, the contractor shall meet with the Town and provide recommendations regarding the need for relocation or addition of garbage and recycling receptacles based on the contractor's experience in servicing the cans.

The cost proposal provided by the contractor shall allow for unlimited relocation of existing cans within the downtown service area at no additional cost to the Town. The cost proposal shall also indicate a price for the addition or removal of garbage or recycling can within the downtown service area, as well as costs for a single collection service day, or the addition of another ongoing collection service day.

Other services

From time to time, the Town may request the contractor to provide additional services, such as day porter services during the holiday shopping, or during special events or activities that may take place in the downtown. The contractor shall provide an hourly price for day porter services as well as emergency call-back services. The proposal for call-back and day porter services shall include the contractors required minimum, as well as the response time for emergency call out services.

Contract Manager; Emergency Contact Information; other provisions

The contractor will assign a Contract Manager to act as a single point of contact for this service agreement. The contract Manager shall at a minimum be available by cellphone to Town Staff during the hours of 7 a.m. to 5 p.m., Wednesday through Sunday. The contractor shall also provide the Town with an emergency phone number that with availability 24 hours a day, 7 days per week, including holidays.

The cost proposal shall permit the Town to make adjustments to the collection schedule at no cost to the Town, shifting collection.

The Contractor is responsible for providing all labor, tools, transportation, equipment, materials and supplies necessary to complete all work in a professional, thorough and timely manner, in accordance with standards and specifications as contained in this Section “Scope of Work.”

CONTRACT TERM

The awarded contract term is five years, effective from the date of execution of the contract. The effective date of this Agreement shall begin on **September 1, 2022** and will continue through **June 30, 2026**, subject to appropriation of funds, notwithstanding any other provision in this agreement

AWARD CRITERIA

General Provision – The award of any contract shall be at the sole discretion of the Town. It is the intent to make an award to one Proposer for all requirements although the Town reserves the right to make multiple awards depending on the Town’s needs and what is in the best interest of the Town. The Town may accept or reject any or all proposal proposals in whole or in part and may waive informalities in the process. The contents of the proposal of the selected Proposer will become the basis for a contractual obligation when the award of proposal is made.

Downtown Los Gatos Garbage, Recycling, and Pizza Box Collection and Cleaning Services Proposal Award – The Town will award a contract to the most responsible Proposer, provided that the Proposer is determined to be qualified based on the requirements listed herein. To determine the lowest proposal, the Town will review the Grand Total for each Proposer as indicated on the Proposer’s Proposal Price Sheet.

In order to be determined responsive, a Proposer must respond to all requested information and supply all required information in this RFP. Any proposal may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a proposal may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of a contract.

Grand Total Proposal - The grand total proposal shall be calculated by adding the extended prices for all services as listed under General Services, Emergency Services, and Other Costs. The extended prices shall be calculated by each Proposer and tallied for each service as well as each sub-total and the grand total. The extended prices are intended to show a potential amount of monthly service and are being used for the sole purpose of evaluating unit service costs to determine the lowest Proposer. Nothing in this RFP or in the estimated amount of units shown in the extended prices is intended to be nor shall be taken to be a guarantee of such amount of any work, or amount of compensation under any future contract. The successful Proposer shall be paid on the unit price only for work performed under the awarded contract executed by the successful Proposer and the Town. The Contractor shall pay California Prevailing Wage Rates to all its employees.

The Town will review only the grand totals for determination of the lowest Proposer, and will confirm the unit prices of the lowest Proposer for accuracy. If the apparent lowest Proposer is determined to have a mathematical error in the tabulation of the grand total, a sub-total, or an extended price, the Town shall notify all Proposers of such error and shall revise such Proposer's grand total to reflect the corrected sum.

REQUIRED QUALIFICATIONS

The Contractor's personnel must be qualified and trained in the duties of garbage recycling, and pizza box receptacle maintenance and traffic safety. Contractor staffing shall be fluent in the English language.

The Contractor shall be held liable for the faithful observance of any lawful instructions of the Town, not in conflict with the awarded contract, which may be delivered to said party or representative at the work site.

The Contractor must keep all equipment in good working order and shall maintain and operate such equipment in full compliance with OSHA regulations and State of California Department of Transportation (DOT) requirements.

ATTACHMENT B
Proposer's Information Form

PROPOSER (please print): _____

Address: _____

1st Contact person (Name): _____

Title: _____ Office Tel: _____

Direct/Cell: _____ Fax: _____

Email: _____

2nd Contact person (Name): _____

Title: _____ Office Tel: _____

Direct/Cell: _____ Fax: _____

Email: _____

Proposer, if selected, intends to carry on the business as (check one):

Individual Joint Venture Partnership Corporation

Year incorporated? _____ In what state? _____

When authorized to do business in California?): _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

1 2 3 4 5 6

_____ No Addendum/Addenda Were Received (check and initial)

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

**(1) If Proposer is *INDIVIDUAL*,
sign here:**

Proposer's Signature

Proposer's typed name and title

Date: _____

**(2) If Proposer is *PARTNERSHIP* or
JOINT VENTURE, at least (2) Partners
or each Joint Venturer
shall sign here:**

Partnership or Joint Venture Name
(type or print)

Signature

Name of Member of the Partnership or Joint Venture
(type or print)

Date: _____

Signature

Name of Member of the Partnership or Joint Venture
Name (type or print)

Date: _____

**(3) If Proposer is a CORPORATION,
the duly authorized officer(s) shall
sign as follows:**

The undersigned certify that they are respectively:

_____ (Title)

and _____ (Title)
of the corporation named below; that they are
designated to sign the Proposal Cost Form by resolution
(attach a certified copy, with corporate seal, if
applicable, notarized as to its authenticity or Secretary's
certificate of authorization) for and on behalf of the
below named CORPORATION, and that they are
authorized to execute same for and on behalf of said
CORPORATION.

Corporation Name (type or print)

Signature

Name of Member of the Corporation (type or print)

Date: _____

Signature

Name of Member of the Corporation (type or print)

Date: _____

ATTACHMENT C
Sample
Agreement for Services

THIS AGREEMENT is dated for identification this 1st of September 2022 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and XXXX, (“Service Provider”), whose address is XXXX, XXXX, XX XXXXX. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Service Provider to provide downtown servicing for garbage, recycling, and pizza box receptacles.
- 1.2 The Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on XXXX, 2022, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin on **September 1, 2022** and will continue through **June 30, 2026**, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town’s property and shall be delivered to the Town upon the completion of services or at the Town’s written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider

shall not make any of the these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

- 2.6 Compensation. Compensation for services shall not exceed \$XXXXXX for the first year, inclusive of all costs. Payment shall be based upon Town approval of each task. Compensation for years two through five of this agreement shall be adjusted upward annually for the remaining term of this Agreement by the change, if any, in the San Francisco – Oakland – San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount of \$XXXX.
- 2.7 Failure to Perform. It is mutually agreed by SERVICE PROVIDER and TOWN that in the event that performance of the work by SERVICE PROVIDER under this Agreement is not completed as scheduled, TOWN will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, SERVICE PROVIDER shall pay to TOWN the sum of one hundred dollars (\$100.00) per location per scheduled service in liquidated damages for every missed service beyond three missed services in a month in addition to reducing the monthly payment by the cost of that service. In the event that the liquidated damages are not paid, SERVICE PROVIDER agrees that TOWN may deduct the amount of unpaid damages from any money due or that may become due to SERVICE PROVIDER under this Agreement.
- 2.8 Schedule. Service Provider shall provide a schedule to the Town prior to beginning work. The schedule shall identify dates of service for each location. Schedule changes shall be approved by the Town with 24-hour notice. Each missed location shall be considered a failure to perform, unless the contractor provides advance notice of schedule change.
- 2.9 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655

- 2.10 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.12 Independent Service Provider. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent Service Provider and not an agent or employee of the Town. As an independent Service Provider he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.13 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.14 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subService Providers do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

- 3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subService Providers employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subService Provider.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Prevailing Wages. In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. Service Provider will be required to pay to all persons employed on the project by the Service Provider sums not less

than the sums set forth in the documents entitled “General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1.” These documents may be obtained from the State of California.

Pursuant to Labor Code section 1725.5, no Service Provider or subService Provider may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations and/or the Town of Los Gatos.

The Service Provider is required to post notices on Public Works requirements.

- 4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Service Provider
Attn:
Address
Town, ST, ZIP

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

- 4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:

NAME OF VENDOR, by:

Laurel Prevetti, Town Manager

Recommended by:

Timm Borden, Interim Director of Parks and
Public Works

Title

Approved as to Form:

Robert Schultz, Interim Town Attorney

Attest:

Shelley Neis, MMC, CPMC, Town Clerk

**ATTACHMENT D
PRICE SHEET**

For all services described below, unless excluded by the Town in description of services below, the Town shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Proposer to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of proposal.

A. DOWNTOWN LOS GATOS GARBAGE, RECYCLING, AND PIZZA BOX RECEPTACLE COLLECTION AND CLEANING SERVICES PROPOSAL SHEET

	DESCRIPTION, WITH UNIT PRICE IN WORDS. (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES AND FEES)	UNIT PRICE	ESTIMATED HOURS	EXTENDED PRICE
1.	Basic Collection and Cleaning Services Current inventory	Monthly		n/a
3.	Additional Cost per new garbage receptacle	Monthly		n/a
4.	Additional Cost per new recycling receptacle	Monthly		n/a
5.	Additional Cost per new pizza box receptacle	Monthly		
6.	Reduction in Cost for removal of garbage receptacle (per can)	Monthly		n/a
7.	Reduction in Cost for removal of recycling receptacle (per can)	Monthly		n/a
8.	Reduction in Cost for removal of pizza box receptacle (per bin)	Monthly		
9.	Additional Collection and Cleaning Service day (one time)--Recycling Only	Daily		n/a
10.	Additional Collection and Cleaning Service day (ongoing)—Recycling Only	Monthly		n/a
11.	Additional Collection and Cleaning Service day (one time)—Garbage, Recycling, & Pizza Box Receptacles	Daily		n/a
12.	Additional Collection and Cleaning Service day (ongoing)—Garbage, Recycling, & Pizza Box receptacles	Monthly		n/a
13.	Emergency Collection and Cleaning Service	Hourly		\$
14.	Scheduled Day porter cleaning and collection services	Hourly		\$

ATTACHMENT E Location Map

