



PUBLIC WORKS DEPARTMENT

**REQUEST FOR BIDS (RFB)
#PWD 24.304**

TRASH COLLECTION SERVICES IN PARKS

Bid Due Date:

Friday May 24, 2024

by

2:00pm

**City Clerk's Office
123 Main Street
Pleasanton, CA 94566**

pleasantoncityclerk@cityofpleasantonca.gov

BID MAY BE DISQUALIFIED IF BID PACKAGE DOES NOT INCLUDE ALL REQUESTED DOCUMENTS AND DOES NOT ADHERE TO ALL OF GUIDELINES IN THIS DOCUMENT

APPROVED

DocuSigned by:

Siew-Chin Yeong

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Siew-Chin Yeong

Director of Public Works

I. INTRODUCTION

The City of Pleasanton is seeking bids for the collection of trash from waste receptacles for various park and trail locations throughout the City. The Parks Maintenance Division maintains over 385 developed acres of parkland at 46 sites and 1,016 acres of open space parkland, in addition to the care of sports fields, tennis courts, picnic and play areas.

All work to be performed shall be in accordance with the [City of Pleasanton Standard Specifications and Details](#) November 2016, and shall be overseen by the Parks Division Manager or his designee (all reference hereafter to the Parks Division Manager shall include his designee). The selected Contractor will provide the following services:

1. Collection of trash from designated waste receptacles, and surrounding the receptacles, as per the schedule.
2. Installation of a new waste receptacle liner in each receptacle.
3. Hauling and disposal of all trash to Pleasanton Garbage Service.
4. Supervision and management of services.

II. SUBMITTAL PROCESS

Bid Submittals will be received by the City of Pleasanton City Clerk's office:

- In-person, Civic Center, at 123 Main Street, Pleasanton, CA 94566
- By mail to City of Pleasanton, P.O. Box 520, Pleasanton, CA 94566
- By Express Courier only, send to City Clerk's Office 123 Main Street
- By email to: pleasantoncityclerk@cityofpleasantonca.gov

Deadline: Friday, May 24, 2024

Please reference the Title and Project Number for all Submittals

**“Trash Collection Services in Parks”
Project No. PWD 24.304**

Qualifications and Bid proposals shall include completed Bid Response Package with the following: Contractor Information, Work Experience, Scope of Services with Rate Sheet, and any Additional Information deemed relevant by the Contractor.

III. PROCUREMENT SCHEDULE

EVENT	DATE/LOCATION	
RFB Advertised	Friday, May 10, 2024	
Optional Pre-Bid Conference	Wednesday, May 15, 2024 @ 8:00am	at: Operations Services Center Remillard Room 3333 Busch Road Pleasanton, CA 94566
Written Questions Due	Friday, May 17, 2024, by 5:00 p.m.	
Proposal Submittal Due Date	Friday, May 24, 2024 by 2:00 p.m.	at: Pleasanton City Clerk PO Box 520

		123 Main Street Pleasanton, CA 94566 pleasantoncityclerk@cityofpleasantonca.gov
Council Consent Date	Tuesday, July 16, 2024	
Contract Start Date	August 01, 2024	

Note: Council consent and start dates are approximate.

IV. SCOPE OF WORK/SERVICES (see Exhibit A for further details)

The Scope of Work consists of providing trash and recyclable collection services for the areas and sites outlined in the PDF maps contained in the bid package. The number and location of each collection device included may vary.

1. **Trash Collection.** Provide trash collection at various parks and trails located throughout Pleasanton. Reline trash receptacles with a new liner and haul trash to Pleasanton Garbage Services.
2. **Cleanup.** Before Contractor leaves each site, no trash shall remain near receptacle.
3. **Supervision and Management.** Respond to questions and resolve problems as they arise.
4. **Updates.** On a schedule to be determined by the Parks Division Manager, provide updates on all current and future activities to the Parks Division Manager.

V. OPTIONAL PRE-BID CONFERENCES

An Optional pre-bid meeting will be held at **8:00am on Wednesday, May 15, 2024**, at 3333 Busch Road, Pleasanton. This will provide an opportunity for potential contractors to ask specific questions about the services and request clarification on any concerns.

VI. AGREEMENT TERMS

The term of this agreement (**See Attachment III**) commences on August 1, 2024, and expires three years from that date. The parties may extend this Agreement, by Amendment, for additional two (2), one-year terms, not to exceed five years for the total Agreement. The rates shall remain firm during the first year of the Agreement. For the second or subsequent years of the Agreement, the cost of each one-year term may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in April each year as published by the Bureau of Labor Statistics, U.S. Department of Labor. It is the sole responsibility of the contractor to provide the City with their new calculated rate sheet(s).

The only items that shall be subject to negotiation are the following:

- a. Additional items of work.
- b. New cans or sites.
- c. Addition of recycling cans.

Within ten days of being notified by the City, Contractor shall submit to the City:

- A signed copy of the City's standard Maintenance and Trade Services Agreement
- Certificates of Insurance, with Endorsement letter naming the City as additional insurer
- Evidence of a current business license to conduct business in the City of Pleasanton
- Completed W-9 Form for all new contractors

VII. SPECIAL PROVISIONS & ADDITIONAL INFORMATION

Bids Received After Deadline

Bids received after the time established for receiving bids will not be considered.

Location of Bids

This RFB has been posted on the City's website and at the following locations:

<https://www.cityofpleasantonca.gov/business/bids/>

<https://www.bidnetdirect.com/california/cityofpleasantonca>

It shall be the Contractor responsibility to check the City's website to obtain any addenda that may be issued by City Staff. If an addendum is added, it must be submitted with the Bid Response Package, with signature acknowledgement of any changes. Failure to do so will be deemed as a non-responsive bid submittal.

Insurance

Contractor and Sub-contractors must provide and maintain in full force for the duration of the Agreement General Liability and Bodily Injury Insurance, Automobile Insurance, Worker's Compensation Insurance and Certificates of Insurance with a supporting endorsement letter according to Agreement (**Attachment III**).

Selection Process

Staff will review all qualified bid submittals and will select the lowest responsive and responsible contractor based on the submittal criteria that is outlined in this package. Staff will notify selected vendor and recommend their bid proposal to City Council and once approved an Agreement will be executed by both parties.

Rejection of Bids

The City reserves the right to reject any or all bids and to determine which bid is, in the City's judgment, the lowest responsive and responsible bid of a Bidder or group of Bidders. The City also reserves the right to waive any inconsequential omissions or discrepancies in any bid and to delete certain items listed in the bid as set forth therein. Costs for developing, submitting, and presenting bids are the sole responsibility of the Bidder and claims for reimbursement will not be accepted by the City.

Minimum Wage Requirement

Contractor must meet all State of California minimum wage requirements for all work performed under this contract.

Self-Performance by Contractor

Any Contractor being awarded this contract must have Self-Performance at a 30% minimum of the total scope of services, excluding Specialty Items if any per the Bid Schedule.

Labor Nondiscrimination

The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this contract.

Contract Evaluation and Assessment

During the initial sixty (60) day period of any contract which may be awarded to Contractor, the Parks Division Manager will meet with the Contractor to evaluate the system and services performance and to identify any issues or potential problems.

The City reserves the right to determine, at its sole discretion, whether:

- Contractor has complied with all terms of the identified Scope of Services; and
- Any problems or potential problems with the proposed system and services were evidenced, which makes it unlikely (even with possible modifications) that such system and services have met the City requirements.

Bid Withdrawal

Certain mistakes permit bidders to withdraw their bids without forfeiting their bid bonds. Bidders claiming mistakes must specify in written detail how the errors occurred and must file their written statement with the Office of the City Clerk within five (5) working days of the bid opening. For bids opened at 2:00 p.m. on Thursdays, the deadline is 2:00 p.m. the following Thursday. Failure to meet the deadline may result in an otherwise valid claim for relief due to a mistake being denied. (ref. Public Contract Code §5100-5110). A bidder that has withdrawn its bid for mistake is potentially prohibited from participating in further bidding on the project, including re-bids or a substantially similar project.

Bid Protest

Any bidder or other interested party desiring to protest any bid must file a written bid protest with the Office of the City Clerk within five (5) working days of the bid opening. For bids opened at 2:00 p.m. on Thursdays, the Bid Protest Deadline is 2:00 p.m. the following Thursday.

The written bid protest must comply with the following requirements:

- a. Only a bidder who has actually submitted a bid for the subject project is eligible to submit a protest against another bidder. Subcontractors are not eligible to submit protests. A bidder may not rely on the protest submitted by another bidder but must timely pursue its own protest.
- b. The protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the Contract Documents upon which the protest is based. The protest must contain the project number and project name. The protest must contain the name, address and telephone number of the person representing the protesting bidder.
- c. A copy of the protest and all supporting documents must also be transmitted by fax or email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. The protested bidder(s) may submit a written response to the protest, provided the response is received by the City before 5:00 p.m. within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner ("Response Deadline"). The response must include all supporting documentation and the name, address and telephone number of the person representing the protested bidder. Material submitted after the Response Deadline will not be considered.

- e. A copy of the protest response and all supporting documents must also be transmitted by fax or email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedures and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- g. In all cases, the first level of review of any protest shall be conducted by PWD Management Analyst which shall, within 48 hours of receiving a protest from the City Clerk's office, will acknowledge receipt of protest in writing to the protesting bidder. As appropriate, the City Clerk, the Project Manager, the Management Analyst, and/or the City Attorney will be consulted to resolve the protest.
- h. The City shall make their best effort to resolve the protest within twenty-five (25) working days after the protest is filed. A written determination of the protest will be issued to the protesting bidder by the PWD Management Analyst on behalf of the City.
- i. The City may not award the contract pending the City's determination of the protest unless the contract award is justified for urgent and compelling reasons or is determined to be in the best interest of the City. Such justification or determination shall be approved by the Director of the Public Works Department or the designee.

Contract Evaluation and Assessment

During the initial sixty (60) day period of any contract which may be awarded to Contractor, the Parks Division Manager will meet with the Contractor to evaluate the system and services performance and to identify any issues or potential problems.

The City reserves the right to determine, at its sole discretion, whether:

- Contractor has complied with all terms of the identified Scope of Services; and
- Any problems or potential problems with the proposed system and services were evidenced, which makes it unlikely (even with possible modifications) that such system and services have met the City requirements.

If, as a result of such determination, the City concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified of contract termination effective thirty (30) days following notice. The City will have the right to invite the next highest ranked bidder to enter into a contract. The City also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

Identification

Contractor's employee(s) shall be identified at all times either by a Company uniform, or by a safety vest worn outside other clothing with the Company name clearly displayed. Vehicles will have a Company sign clearly displayed.

Travel Time

The City will ***NOT*** pay travel time. Any Contractor desiring to cover these costs will need to incorporate them in the applicable hourly rates.

Conflict of Interest

The City has established a policy concerning potential conflict of interest in maintenance

services, program management, design and construction. This policy applies to all proposers and their proposed contractors/consultants/sub-consultants. See Standard Professional Services Contract for additional information.

Clarification Questions

Questions should be directed only to the Management Analyst, Daniel Villasenor by email at dvillasenor@cityofpleasantonca.gov. If interpretation or change is deemed necessary to the original document, then the question(s) shall be addressed in writing and an Addendum shall be posted to the City's website. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the bid opening date.

ATTACHMENTS/EXHIBITS:

ATTACHMENT I – BID RESPONSE PACKAGE

ATTACHMENT II – SCHEDULE A SERVICE LOCATION MAP

ATTACHMENT III – SAMPLE OF AGREEMENT

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – SCHEDULE A WEEKDAY SERVICE LOCATIONS

**ATTACHMENT I
BID RESPONSE PACKAGE****Required Documentation and Submittals**

All of the specific documentation listed below is **required** to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation in the order listed below and clearly label each section with the appropriate title.

Submitted bid MUST contain the following or may be subjected to disqualification:

- 1. **CONTRACTOR INFORMATION:** name, address, year established, principals of company and professional status as applicable.
- 2. **WORK EXPERIENCE:** 3 references for work or services that have been completed by your company in the last three years within the Bay Area or San Joaquin Valley.
- 3. **BID FORM:** Complete the tables with the dollar amount for each of the (3) years of service and fill out the additional trash and recyclable collection weekly and monthly amounts.
- 4. **EQUIPMENT:** The bid response shall include a list of proposed equipment to accomplish the actual service work requested in this RFB.
- 5. **PERSONNEL:** Bid responses shall include a complete list of all key personnel associated with the RFB. For each person on the list, the following information shall be included:
 - a. Name, including job title and years of employment with Bidder.
 - b. The role that the person will play in connection with the RFB.
 - c. Person's relevant experience, certifications, and/or merits
- 6. **SUPPLEMENTAL INFORMATION:** Any additional information deemed necessary by your company to assist the City in the selection process including any special project provisions or specifications that the contractor brings to the bid process and actual service work.

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, provide legal name of corporation, state where incorporated, and names of the president and secretary thereof; if a partnership, give name of the company, also names of individuals co-partners composing company; if contractor or other interested person is an individual, give first and last names in full.

CONTRACTOR INFORMATION*(Required)*

CONTRACTOR: (Company Name)		Year Est.:
BUSINESS ADDRESS:		
WEBSITE:		
CONTRACTOR LICENSE #		
SUBMITTED BY: (Name & Title)	Name: Title:	
TELEPHONE:	Office: Cell:	
EMAIL:	Email: Email:	

Questionnaire (please circle):

- Has the contractor license been suspended in the past? (If Yes, please explain)
Yes No If, Yes _____
- Do you have any contracts terminated by Owner in the past? (If Yes, please explain)
Yes No If, Yes _____
- Has the company been debarred or suspended by Owner in the past? (If yes, please explain)
Yes No If, Yes _____

SIGNATURE:

DATE:

PRINT NAME:

TITLE:

I declare under penalty of perjury that I have the authority to execute this bid and that the foregoing is true and correct.

WORK EXPERIENCE/REFERENCES**(Required)*****Years the Company has been in the Trade*** _____

Provide locations and contact information regarding three (3) projects or services that have been completed by your company in the last three (3) years within the Bay Area, Contra Costa, or San Joaquin Valley. Examples are to be of a similar type as type work you are bidding on and with a public agency.

Please provide a list of references of (3) on a separate sheet of paper if different than the ones listed below.

PROJECT I

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

PROJECT II

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

PROJECT III

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

BID FORM
(Required)

Bidder hereby certifies to City that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the City will pay for the term of any contract that is a result of this bid.

The listed prices include the composite price for labor and equipment, including all incidental power tools, hand tools and vehicles, as well as all overhead costs. **Prevailing Wages are Not required for these services.**

WEEKDAY SERVICE	Year 1	Year 2	Year 3
Year 1.	\$		
Year 2.		\$	
Year 3.			\$
Total			\$

Fill in the bid form below to provide cost structure in the case that the City decides to add additional trash cans to the contract.

ADDITIONAL TRASH COLLECTION – WEEKDAYS	Price Each Year 1	Price Each Year 2	Price Each Year 3
Fee to service a new waste receptacle one additional time	\$	\$	\$
Fee to service an existing receptacle one additional time	\$	\$	\$

Company: _____ Representative Name: _____

SIGNATURE: _____ Date: _____

EQUIPMENT
(Required)

	MAKE, MODEL, & STYLE	Year	Capacity
1.			
2.			
3.			
4.			
5.			
6.			
7.			

EXHIBIT A – TRASH COLLECTION SERVICES SCOPE OF SERVICES – RFB 24.304

Contractor to provide trash collection services at various parks and trails located throughout Pleasanton. Reline trash receptacles with a new liner and haul trash to Pleasanton Garbage Services.

City Project Manager - Project Manager will be the Parks Division Manager or their Designee.

Supervision and Management - Respond to questions and resolve problems as they arise.

General Scope - Contractor shall diligently collect all waste in trash receptacles, reline receptacles with a new plastic liner and haul trash off site to Pleasanton Garbage (3110 Busch Rd. Pleasanton). During peak park use season between March and November a dumpster may be provided by the City at Ken Mercer Sports Park (5800 Parkside Dr.) and/or Bernal Community Park (7001 Pleasanton Ave.) for the contractor to offload collected trash.

Included - Such services shall include providing labor, equipment, supplies, and transportation for such work force, and the necessary means of hauling trash to the designated site from the City park and trail locations described in Exhibit B - Schedule A Weekday Service Locations. Exhibit B also includes information regarding the number of trash receptacles to be serviced and the frequency of service Monday through Friday.

Schedule during the Week - Contractor shall perform services on the days of Monday through Friday, as shown in the attached Exhibit B – Schedule A Weekday Service Locations and corresponding Attachment II – Schedule A Location Map. Minor schedule changes will be considered on a case-by-case basis depending on park usage. Work hours shall be between sunrise and 4:00pm unless prior notice is given to, and approved by, the Parks Division Manager.

Holidays – During weeks in which there is a holiday, Contractor shall perform all work at all sites during the remaining workdays of that week. If a holiday should fall on a Monday, then work at all sites that are serviced twice weekly shall be performed on the immediate Tuesday following the holiday. If a holiday should fall on a Friday, work at all sites serviced twice weekly shall be performed on the preceding Thursday.

Trash volumes - vary from month-to-month depending upon the seasonal recreational activities taking place within the park system. In general, the largest trash volumes are generated from March through November, with December through February being the low volume months. Regardless, all trash receptacles are to be visually inspected, and the liners changed at least once a week throughout the year.

Product - Liners are to be Waxie Liners, #703085, minimum of 2 mil thickness for the 40-45-gallon size trash receptacles, and Waxie Liners, Clear #709337, minimum of 1.25 Mil. for the 55-gallon size tote trash receptacles.

- Both liners are available from Waxie Sanitary Supply in Livermore. Comparable liners will be considered, if approved in advance by Parks Division Manager.
- Contractor shall supply a list of all designated employees that will be providing trash collection and dumping to the Parks Division Manager.

Control, Supervision and Approval Authority - Unless otherwise provided by specific provisions, contractor's operations and activities pursuant to any contract resulting from this RFB shall be under the control and supervision of the Parks Division Manager.

Whenever, under the provisions of any contract resulting from this RFB, the contractor is prohibited from conducting work unless contractor first obtains the approval or consent of the City, such approval and consent must be obtained from the Parks Division Manager.

Supervision, Inspection, and Contract Compliance - Contractor must provide for adequate supervision and inspection of all work performed to ensure that each requirement of these specifications is consistently met.

- A fully qualified supervisor representing the contractor shall be readily available to meet with the Parks Division Manager as needed for the purpose of correcting problems, conflicts, and coordinating work schedules.
- Inspection by Parks Division Manager shall be made during normal City operating hours, unless otherwise arranged.
- The progress and standard of quality of work to be accomplished shall be to the degree reasonably acceptable to the Parks Division Manager. In the event the Parks Division Manager determines contractor's work is unsatisfactory, contractor will be required to perform the additional work at no cost to the City. Missed locations/parks, individual receptacles, or service days will be addressed the following day. If such an occurrence happens on a Friday, then the work shall be completed on Saturday at no additional cost to the City.
- The City will periodically inspect the work to assist in ensuring the work meets City's standards and Parks Division Manager will be available during regularly scheduled hours to discuss and resolve any concerns of the contractor.

Trash Dumping/Hauling - Dump fees for trash and recyclables that are part of this contract will be **billed directly to the City of Pleasanton by Pleasanton Garbage Service** and are **NOT** the responsibility of the Contractor.

The Contractor will be required to retain all Pleasanton Garbage Service receipts and submit them at the end of each month to:

ZeeLaura Page or designee

Management Analyst, City Manager's Office
zpage@cityofpleasantonca.gov

Cleanup - Before Contractor leaves each site, no trash shall remain near receptacle.

Updates - On a schedule to be determined by the Parks Division Manager, provide updates on all current and future activities to the Parks Division Manager.

Damages - All damages to landscaping, sprinklers, irrigation systems, hardscape, fencing (private or public), plants, planters, trash receptacles, bollards or other components shall be reported by contractor to the City and will be repaired by the City and billed to the contractor.

Vehicle Access - Vehicles access will be permitted at each location under the following conditions:

- Vehicle access is limited to the sidewalk. At no time shall the Contractor drive vehicles on the turf, basketball courts, or other landscaped or hardscaped area(s).
- At park locations where sidewalk access is permitted, the Contractor will be required to temporarily remove a bollard for access. Upon leaving each park site the Contractor shall replace all bollards that they have moved.
- At times Contractor may be required to walk to receptacle and carry trash bags back to their vehicle.
- The Contractor must drive slowly and carefully while performing collection and yield to park users.

Identification - Contractor's crews shall be identified at all times either by a Company uniform, or by a safety vest worn outside other clothing with the Company name clearly displayed. Vehicles will have a Company sign clearly displayed.

Travel Time - The City will **NOT** pay travel time. Any Contractor desiring to cover these costs will need to incorporate them in the applicable hourly rates.

Safety - All OSHA Safety Requirements must be adhered to by the Contractor and/or any subcontractors while on-site.