1. GENERAL INFORMATION

1.1 Summary Scope of Work

The City of Santa Cruz is soliciting bids for rental and service of portable toilets for an annual contract. The City requires short term and long term rental of standard toilets, ADA toilets, toilets on trailers, deluxe toilets with a sink, and wash stations (hereinafter "units"). The City shall rent 13 toilets on a long term basis and owns 4 standard toilets that require service only. Most units are within the City limits; 6 units are located outside the City limits.

The highest priority in regards to Portable Toilet Rental and Service is timely delivery and timely service. Toilets are primarily rented by the City for the public to use and for work crews for specific scheduled projects.

1.2 Estimated Dollar Value

The City of Santa Cruz spends an estimated $22,000 annually on portable toilets rental and service. The City may spend more or less than this amount during the contract year.

1.3 Estimated Quantity

The quantities indicated are approximate annual quantities based on past experience and expected future need. Quantities may be increased or decreased depending on actual need during the contract term; however, no price adjustments shall be allowed as a result of a reduction in the quantity purchased.

1.4 Contact

If you have any questions concerning these specifications, contact Malissa Kaping, CPPB, Senior Buyer at 831/420-5083, FAX 831/420-5312, mkaping@cityofsantacruz.com. To learn bid results, call Malissa Kaping after the due date.

1.5 Due Date

Bids are due prior to 2:00 PM on July 16, 2013. All bids shall be delivered to the Purchasing Division, 809 Center St Rm 101, Santa Cruz, California, 95060. Late bids shall not be considered.

Vendors will deliver one unbound original of the bid and one copy in an envelope before the due date. The City prefers for bids to be printed on recycled paper and bound in an easily recyclable format.

1.6 Bid Evaluation

A contract for portable toilets will be awarded based on the following criteria:

1. Responsive bid received on time and completed per instructions,
2. Bid is compliant with specifications and industry standards,
3. Lowest overall price,
4. Vendor is responsible; City may consider:
    a. Possession of industry standard licensing and/or certifications;
    b. Company financial position;
    c. Experience of the Vendor;
    d. Adequacy of equipment of the Vendor;
    e. Past performance of the Vendor; and
    f. Declared delivery date.

The contract will be awarded on an all or nothing basis and is tentatively scheduled to begin August 1, 2013**.** The City reserves the right to reject any or all bids and waive any informality or minor defects in bids received.

2. SPECIFICATIONS

2.1 Rental Unit Condition

1. All rental units shall be impact resistant and bend without breaking to minimize damage of handling and vandalism.
2. Portable toilet units shall have an odor free design. The receptacle tank shall be designed to control spillage, leakage and entrap odors. The toilet's interior shall be vented sufficiently to assure that the unit is non-offensive.
3. Portable toilets shall have a door that can be locked from the inside and include a commode, urinal and dispensers for toilet paper and disposable paper seat covers. Deluxe toilet unit with a sink shall include dispensers for paper towels and soap.
4. Unit parts (such as venting tubes, louvers, railings, screens toilet seats, side urinals, and supply dispensers) shall be properly secured to the unit with no signs of holes or breakage.
5. No unit shall have holes, cracks, large bubbles in the fiberglass, breaks, peeling paint, broken hardware, or cracked/missing seats or supply dispensers.
6. ADA units shall meet or exceed ADA requirements.
7. Trailer units shall have a hitch, wheels and tires in good working condition, and a spare tire. Trailer units shall be equipped with safety chains as specified by California DOT.
8. Vendor shall immediately replace any units determined by the City to be of unsafe or unsatisfactory condition at no additional cost to the City.

2.2 Service Requirements

1. Vendor shall provide a written service log affixed to the unit that lists the date of each service visit; service log shall be updated during each service visit.
2. Short term rentals over 7 days (including trailer units), long term rentals, and city owned units shall be serviced once or twice a week as ordered by the City. The City shall not pay for missed service visits. Cleaning schedule shall be established and approved by the City staff ordering the rental.
3. The City may request an additional non-scheduled service due to high use. Vendor shall respond within 24 hours of City request for additional service. Pricing for non-scheduled additional service shall be listed on the Bid Sheet.
4. Service visits shall include the following: pump out waste, remove litter, clean and disinfect interior surfaces, provide and replenish supplies, remove graffiti from interior and exterior, perform repairs as needed to make the unit usable as defined by section 2.1.
5. Vendor is responsible for proper and lawful disposal of all waste removed from the units.

2.3 Response

Vendor shall return City calls within 24 hours.

2.4 Short Term Rentals

Units shall be required for less than 10 City organized special events, sport tournaments, and work crews per year. These short term rentals shall be 1-3 days in length but can be as long as 10 days. The City shall not accept minimum day requirements for short term rentals. Short term rentals over 7 days (including trailer units) shall receive at least 1 service visit. Any rentals lasting over 10 days shall be defined and billed as a monthly long term rental. The following is a list of known annual short term orders; *this list is subject to change* throughout the contract term:

Event	Estimated Event Date & Length	Estimated Quantity/Type
1. Beach Clean-up	Last week in March: Wednesday delivery, Friday pickup	1 mobile toilet on a trailer
2. Japanese Cultural Fair	2nd weekend in June: Friday delivery, Monday pickup	3 standard toilets, 1 ADA toilet, 2 wash stations
3. Woodies on the Wharf	4th weekend in June: Friday delivery, Monday pickup	1 standard toilet, 1 ADA toilet
4. Tree Trimming	1st week in August: Monday delivery, Friday pickup	1 ADA toilet
5. Aloha Festival	3rd weekend in August: Friday delivery, Monday pickup	1 standard toilet, 1 ADA toilet
6. The City shall also order short term rentals when needed for unforeseen events; this includes, but is not limited to, water shutdowns at schools or other public facilities, special work crews, sport tournaments, and other events not listed above.		

The City reserves the right to change the service requirements and obtain competitive quotes for specific special events. The City shall award the job to the responsive and responsible bidder whose bid is most economical for the event.

2.5 Special Events not organized by the City

Various organizations hold special events in the City limits which require the sponsors to provide their own units. These units are not included in the City's contract. However, the successful Vendor may extend contractual pricing to these organizations, at their discretion.

2.6 Delivery and Pick-up

There shall be no separate charges for delivery, pick-up, or exchange of units; all costs must be included in the unit prices quoted.

2.6.1 Delivery

Units shall be delivered to the proper location during the time requested by the City. The City shall allow a two hour delay in the case of an unexpected delivery problem. If the Vendor fails to deliver unit(s) within two hours of the requested delivery time, the City reserves the right to cancel the order and to refuse delivery at no cost to the City. Continued failure to deliver unit(s) on time shall result in termination of the contract.

If the late delivery is accepted, it may be subject to invoice discounts as described in section 4.2 Liquidated Damages.

Units delivered are subject to inspection and acceptance by City staff; delivery person must get a signed receipt for all deliveries.

2.6.2 Pick-up

The City shall designate a pickup time for the units. The City shall allow a two hour delay in the case of an unexpected pick-up problem.

Late pick-ups may be subject to invoice discounts as described in section 4.2 Liquidated Damages.

The City will not be held liable for any vandalism that occurs to the units that are picked up late.

2.7 Securing Units
At the City's direction, the Vendor shall secure units with stakes or other attachment methods to prevent the unit from being tipped, moved, or stolen. The cost of this service shall be listed on the Bid Sheet.

2.8 Receiving Inspection and Acceptance
The Vendor shall deliver unit(s) to the location requested by City staff. Unit(s) may be tested and inspected to confirm compliance with all specifications in this solicitation. If, upon inspection for conformance to the requirements of this specification, deficiencies are detected, the unit(s) shall be rejected and the Vendor shall be required to make the necessary adjustments or replacements at Vendor's expense. If the unit(s) is/are rejected, it shall be the Vendor's responsibility to pick up the unit(s)**,** make the necessary corrections and re-deliver for inspection and acceptance.

Units shall not be accepted until all deficiencies detected during initial and subsequent inspections are corrected.

2.9 Damage
In the event that the Vendor suffers the total loss of a unit rented to the City due to negligence or intentional acts of vandalism, the City shall pay the repair and/or replacement costs, to a maximum of $1,500 per occurrence. The City's liability shall not exceed the Vendor's actual repair or replacement cost. The Vendor shall provide verification of these costs to the City. The Vendor is responsible for repairs and replacement costs exceeding $1,500 per occurrence.

The Vendor shall be responsible for repair of damage to units due to normal wear and tear; this includes, but is not limited to, graffiti (interior and/or exterior). Units damaged (through normal wear and tear) that cannot be repaired to usable condition, as defined by section 2.1, must be replaced at no additional cost to the City.

2.10 Emergencies
Vendor shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, Vendor shall provide the City of Santa Cruz with all available supplies, materials, equipment and/or services on a priority basis.

The City expects initial delivery to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery. Delivery location(s) and estimated arrival will be mutuality agreed upon, by the City and vendor, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to the vendor's facility and/or equipment, will be taken into consideration.

3. INSTRUCTIONS TO BIDDERS

3.1 Due Date
Sealed bids are due by 2:00 PM on July 16, 2013. All bids will be delivered to the Finance Department, 809 Center Street, Room 101, Santa Cruz, California, 95060 before the due date. **Late bids will be returned unopened.**

Vendors will deliver one unbound original of the bid and one copy in an envelope before the due date. The City prefers for bids to be printed on recycled paper and bound in an easily recyclable format.

3.2 Non-Response to IFB
If the Vendor does not wish to submit a bid, write "no bid at this time" and the Vendor name on the Bid Sheet and return by the bid due date. Failure to respond to this Invitation for Bid may result in removal of the Vendor from the bid list for the solicited item.

3.3 Responsive Bids

Bids are considered responsive when they:

1. Comply with all requirements, instructions and conditions of this solicitation.
2. Comply with the bid specifications and do not have unacceptable exceptions.
3. Include pricing for all items listed.
4. Include all required submittals.
5. Include signed forms for all bid addenda.
6. Have signatures on the Bid Sheet.
7. Are received by the bid due date and time.

Non-responsive bids may not be considered and may be rejected.

The City reserves the right to waive any informality or minor defects in bids received.

The City reserves the right to reject any or all bids received.

3.4 Public Record

Bids received will become the property of the City. All bids and any subsequent contracts will be subject to public disclosure per the "California Public Records Act," California Government Code, sections 6250 – 6270, once the City has awarded the contract resulting from this solicitation.

3.5 Contract Implementation

The contract resulting from this solicitation is tentatively scheduled to begin in August 1, 2013. Upon award notification and prior to final contract approval, the successful bidder will be required to submit:

1. Proof of insurance and living wage ordinance compliance documentation as specified in the City's standard terms and conditions at http://www.cityofsantacruz.com/terms;
2. Documentation of all credentials necessary to legally perform the services specified;
3. A completed W9 form and, if applicable, non-resident withholding exemption form, if not already on file with the City; and
4. Proof of a current City of Santa Cruz business tax certificate if the Vendor is located in, or performs services within, the city limits for more than 6 days annually.

The finalized contract will include IFB Section 2, IFB Section 4, the Vendor's bid sheet, the City standard terms as Exhibit A, any other applicable exhibits, and any negotiated modifications.

3.6 Award Protests

The City desires to foster cooperative relationships with Vendors and to reach a fair agreement in a timely manner.

The City encourages Vendors to resolve issues regarding the solicitation requirements or the procurement process through written correspondence and discussions at least 5 business days prior to the due date. This will allow the City time to research the validity of the protest and either issue an addendum to the solicitation, cancel the solicitation, or determine the protest to be unfounded and proceed with the solicitation. In the event the protest of specifications is denied and the protester wishes to continue in the protest process, the protesting vendor must still submit a proposal in accordance with the proposal submittal procedures provided in this solicitation. Questions or concerns prior to the intent to award notice will be directed to:

Malissa Kaping CPPB, Senior Buyer
Phone: 831-420-5083, fax: 831-420-5312,
Or email: mkaping@cityofsantacruz.com

Any Vendor who unsuccessfully bids on a city contract or any trade association representing workers who would have potentially been employed by such contract may formally protest a contract award. Protests letters regarding an informal contract award will be directed to:

City of Santa Cruz
Marcus Pimentel, Finance Director
809 Center St Rm 101
Santa Cruz, California 95060

Protests regarding the contract award must be received no later than 5 business days after the written notice of intention to award has been distributed. The award protest must be in writing and include:

- The name, address, and telephone number of the protester;
- The solicitation title and due date;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Throughout the protest review process, the City has no obligation to delay or otherwise postpone an award of a contract.

Protests regarding the award resulting from this solicitation must be delivered to Marcus Pimentel, Finance Director within 5 business days after the written notice of intention to award is distributed. The Finance Director will review the protest and issue a written response within 10 business days. The decision of the Finance Director will be final.

4. STANDARD TERMS AND CONDITIONS

4.1 City's Standard Terms and Conditions

The City of Santa Cruz standard terms and conditions shall govern this contract. Review the terms and conditions at http://www.cityofsantacruz.com/terms; all terms including, but not limited to, insurance and living wage apply to the contract resulting from this solicitation. A current copy of these terms will be included in the resulting contract as an Exhibit. A hard copy of the terms and conditions are available by contacting the Purchasing Division at 831/420-5080.

4.2 Liquidated Damages

The parties agree that in litigation or arbitration resulting from either party's breach, the amount of loss would be extremely difficult or impracticable to prove. Accordingly, the parties wish to make a commercially reasonable estimate of the damages they would incur in the event of a breach by the other party and to establish that estimate as liquidated damages. In the event of a breach by the seller, the buyer shall recover as liquidated damages and as the buyer's exclusive remedy for the seller's breach, the amount of $50.00 per day for failure to deliver or pick-up within the specified time limit.

4.3 Term of Contract

The term of the contract will commence upon notification of award and continue for a period of one year, plus any renewals agreed to by the parties.

4.4 Contract Renewal

At the option of the City, this contract may be renewed annually under the same contractual terms and conditions and at the same price or price basis.

4.4.1 Price Adjustments

Pricing will remain firm for the first year of the contract. One price increase may be considered annually, on the anniversary date of the contract, as a result of:

- Supply price increases to the Vendor;
- Increases in Government or regulatory agency taxes, charges, or fees specific to the Vendor's trade; or
- Increases in the previous 12 month Consumer Price Index (all items, not seasonally adjusted, for all urban consumers) for San Francisco-Oakland-San Jose.

Any request for a price increase will be substantiated with documentation from a manufacturer or government agency and will be submitted by the Vendor in writing. The City will be the sole judge of acceptable price increases and the City may cancel the contract if a requested price increase is not acceptable.

4.5 Contract Pricing De-escalation
Should the Vendor at any time during the life of this contract sell the same materials or service under similar quantity and delivery conditions to another customer at prices below those quoted to the City, such lower prices will be immediately extended to the City.

4.6 Usage Report
Upon request, the successful Vendor will provide a report of items purchased by the City for the previous six months. This report will be in order of most frequently ordered items to the least frequently ordered items. The following information will be included in the report: product description, total quantity ordered for the period, and total amount spent on the item for the period.

4.7 Optional Piggyback Provision
Vendors are requested to indicate on the Bid Sheet if they will extend the pricing, terms and conditions of this bid to other government agencies. If so, Vendor shall make this contract available to interested agencies for at least six months following the award of this contract. Interested government agencies may enter into their own contract with the successful Vendor. They may negotiate minor changes in terms and conditions.

BID SHEET for Portable Toilet Rental & Service

Deliver Bid Sheet and Submittals in an envelope clearly marked on outside with:
"BID FOR PORTABLE TOILET RENTAL AND SERVICE"

Deliver to:
Finance Department/Purchasing Division
809 Center Street Room 101
Santa Cruz, CA 95060

Bids will not be accepted after 2:00 pm on July 16, 2013

Submit one original and one copy. For additional information contact Malissa Kaping, CPPB, Senior Buyer at 831/420-5083, FAX 831/420-5312, mkaping@cityofsantacruz.com.

Business Name: _____

Business Address: _____

Business Phone: _____ Business Fax: _____

Contact Name: _____ Contact Title: _____

Contact Phone: _____ Contact Email: _____

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Santa Cruz "Invitation For Bid for Portable Toilet Rental and Service" dated June 2013, at the prices indicated herein.

The undersigned, under penalty of perjury, declares not to be a party with any other company to an agreement to bid a fixed or uniform price in connection with this bid.

The unsigned declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this contract.

The undersigned recognizes the right of the City of Santa Cruz to reject any or all bids received and to waive any informality or minor defects in bids received.

_____
Authorized Representative Name (print or type)

_____
Authorized Representative Signature

_____
Date

Bids will be valid for sixty days following the bid opening.

Business Name: _____

- Provide complete pricing for all items listed.
- Include all costs on Bid Sheet; including, but not limited to, inside delivery and any surcharges. Vendor will not be allowed to charge for costs not listed on the Bid Sheet.
- This bid will be awarded on an all or nothing basis.

The per unit pricing shall include all charges associated with the rental and service of the units; including, but not limited to, rental charges, service and maintenance charges, graffiti removal (interior and exterior), round trip transportation charges for delivery and pick-up, taxes, fees, and insurance. *The following information is subject to change during the contract term.* **All costs incidental to the rental and service of portable toilets must appear on this Bid Sheet.**

Long Term Rental Units

	Location & Unit Type	**Service Schedule**	**Monthly Rental Charge**	**Annual Rental Period**	**Extended Price**
1.	Harvey West Park, 326 Evergreen St			Seasonal (Jun - Nov)	
	a. 1 standard toilet	a. 1 x week	a. $_____/mo	a. 5 months	a. $_____/yr
	b. 1 ADA toilet	b. 1 x week	b. $_____/mo	b. 5 months	b. $_____/yr
2.	Landfill, 605 Dimeo Ln				
	a. 3 standard toilet	a. 2 x week	a. $_____/mo	a. 12 month	a. $_____/yr
	b. 3 standard toilet w/ sink	b. 2 x week	b. $_____/mo	b. 12 month	b. $_____/yr
3.	Lower DeLaveaga Park (Ball Fields) 850 Branciforte Dr			Seasonal (Mar – Nov)	
	a. 1 standard toilet	a. 2 x week	a. $_____/mo	a. 9 months	a. $_____/yr
	b. 1 ADA toilet	b. 2 x week	b. $_____/mo	b. 9 months	b. $_____/yr
4.	Pogonip Park, 333 Golf Club Dr				
	a. 1 standard toilet	a. 1 x week	a. $_____/mo	a. 12 month	a. $_____/yr
5.	Upper DeLaveaga Park (Disc Golf Course) Upper Park Dr Parking Lot				
	a. 1 standard toilet	a. 1 x week	a. $_____/mo	a. 12 month	a. $_____/yr
6.	Wastewater Treatment Facility, 110 California St				
	a. 1 standard toilet	a. 1 x week	a. $_____/mo	a. 12 month	a. $_____/yr

	Location & Unit Type	Service Schedule	Monthly Rental Charge	Annual Rental Period	Extended Price
7.	Special Event Rentals for 10 days or more				
	a. 1 standard toilet	a. 1 x week	a. $_____/mo	a. 1 month	a. $_____/yr
	b. 1 standard toilet	b. 2 x week	b. $_____/mo	b. 1 month	b. $_____/yr
	c. 1 ADA toilet	c. 1 x week	c. $_____/mo	c. 1 month	c. $_____/yr
	d. 1 standard toilet on trailer	d. 1 x week	d. $_____/mo	d. 1 month	d. $_____/yr

LONG TERM RENTAL SUBTOTAL: $_____/yr

City Owned Units

	Location & Unit Type	Service Schedule	Monthly Service Charge	Annual Qty	Extended Price
1.	201 Iowa Dr, 1 standard toilet	2 x month	$_____/mo	12 months	$_____/yr
2.	38th Ave and Roland, 1 standard toilet	2 x month	$_____/mo	12 months	$_____/yr
3.	1214 River St, 1 standard toilet	1 x month	$_____/mo	12 months	$_____/yr
4.	5800 Hwy 9, Felton, 1 standard toilet	2 x month	$_____/mo	12 months	$_____/yr

CITY OWNED UNIT SERVICE SUBTOTAL: $_____/yr

Short Terms Rentals (1-9 days)

	Unit Type	Daily Rental Charge	Estimated Annual Qty	Extended Price
1.	Standard toilet, no service visit	$_____/day	14	$_____/yr
2.	ADA toilet, no service visit	$_____/day	12	$_____/yr
3.	Standard toilet on trailer, no service visit	$_____/day	2	$_____/yr
4.	Deluxe toilet with sink, no service visit	$_____/day	2	$_____/yr
5.	Wash station, 2 sinks, no service visit	$_____/day	4	$_____/yr
6.	Scheduled service visit on short term rental	$_____/visit	5	$_____/yr

SHORT TERM RENTAL SUBTOTAL: $_____/yr

Other Charges: Non-Scheduled Service, Optional Services, & Emergency Rentals

	Unit Type	**Daily Rental Charge**	**Estimated Annual Qty**	**Extended Price**
1.	Non-scheduled additional service during normal business hours (M-F, 8-5)	$_____/visit	5	$_____/yr
2.	Non-scheduled additional service after business hours (evenings, weekends, and holidays)	$_____/visit	1	$_____/yr
3.	Securing unit via stakes or other requested method	$_____/unit	5	$_____/yr
4.	Emergency response: Standard toilet rental (4-hour response time)	$_____/day	1	$_____/yr
5.	Emergency response: ADA toilet rental (4-hour response time)	$_____/day	1	$_____/yr
6.	Emergency response: Wash station, 2 sinks, rental (4-hour response time)	$_____/day	1	$_____/yr
7.	Emergency response: Service Visit (4-hour response time)	$_____/day	1	$_____/yr
8.	Emergency response: Delivery and pick-up (not applicable during non-emergencies)	$_____/trip	2	$_____/yr

OTHER CHARGES SUBTOTAL: $_____/yr

The following Early Pay Discount and Local Business and Locally Owned Business Preference will reduce the bid total for bid evaluation purposes only. The contract will be awarded for the full amount of the bid.

Early Pay Discount
The City will take any early pay discount offered as long as the discount period is fifteen days, or greater. This amount will be calculated at the percent offered and will be applied as a discount to the bid total.

A _____% discount is offered for payment within _____ days.

Local Business and Locally Owned Business Preference
Local Businesses and Locally Owned Businesses must submit Exhibit B, Local Business Preference Certification, with the bid in order to receive the 2% and *additional* 4% preference.

BID TOTAL

Long Term Rental Subtotal:	$_____/yr
City Owned Unit Service Subtotal:	$_____/yr
Short Term Rental Subtotal:	$_____/yr
Other Charges Subtotal:	$_____/yr
SUBTOTAL:	$_____/yr
Local Preference Discount	($_____)
Early Pay Discount	($_____)
TOTAL:	$_____/yr

General Information

Year Business Established: _____ Annual Sales: _____

Number of Employees: _____ Federal Tax Id: _____

Business is a ☐ Resident ☐ Non-resident of California. The City withholds 7% from non-residents as directed by the California Franchise Tax Board. Businesses that are exempt, or allowed a reduced withholding, must submit the appropriate California Franchise Tax Board form to the City.

City of Santa Cruz Business Tax Certificate

Vendor will maintain a current City of Santa Cruz business tax certificate if:

1. Vendor is located in the City of Santa Cruz; or
2. Vendor performs physical work in the City of Santa Cruz for 6 or more days annually; or
3. Vendor uses company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.

For additional information and licensing requirements, call the Revenue division at 831/420-5070.

Does your company have a City of Santa Cruz Business Tax Certificate? ☐ Yes ☐ No

If yes, number: _____ Expiration date: _____

References

List a minimum of three references that have purchased **similar items** from your business**.** Provide company or agency name, contact name, phone number, and email address for each reference.

Company/Agency Name	Contact Name	Phone Number	Email
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Delivery
City can expect normal deliveries to occur: ☐Mornings ☐Early Afternoon ☐Late Afternoon

Contacts
Contract Manager:
The contact person who will resolve contract and invoicing issues.

Contact Name:_____

Work Phone:_____ Cell Phone:_____

Route Manager
The contact person who schedules and manages the delivery routes, and would be able to quickly contact delivery drivers to resolve delivery issues.

Contact Name:_____

Work Phone:_____ Cell Phone:_____

Customer Service Line Number:_____

24/7 Emergency Contact Phone:_____

Environmental Conservation and Sustainable Living
The City of Santa Cruz has long been an advocate for environmental conservation and sustainable living. This includes, but is not limited to, the Green Business Program, the Living Wage Ordinance, the Clean Ocean Business Program, and General Plan goals which define greenhouse gas reduction objectives.

Provide information about your company regarding environmental conservation practices or objectives, Green Business certifications, alternative fuel service vehicles, superior employee benefit policies, or other applicable policies (attach separate sheet, if needed):

_____

_____

_____

Optional "Piggyback" Contracting
Indicate whether your business will extend the pricing, terms and conditions of this bid to other government agencies, if you are the successful bidder. Your business would be required to make this contract available to interested agencies for at least six months following the award of this contract. Interested government agencies may enter into their own contract with the successful Vendor. They may negotiate minor changes in terms and conditions.

Will your business extend the same prices, terms and conditions to other public agencies? ☐ Yes ☐ No

Submittals
In addition to the Bid Sheet, Vendors will submit the following with their bid:

1. A copy of any sales and/or service contract that the Vendor will require during the execution of any contract resulting from this solicitation. Any terms that contradict the City's terms and conditions, or contain provisions that are determined not to be in the best interest of the City will disqualify the Vendor.
2. Vendors are requested to complete, Exhibit A, Emergency Resource Agreement as required in section 2.10 Emergency Response.

3. Businesses with a business location within the city limits, may submit Exhibit B, Local Business Preference Certification Form, in order to receive the local business bid preference.

Failure to provide required submittals may result in rejection of your bid.

Addendums

The City may decide to revise any part of this solicitation prior to the due date. If revisions are made, it will be provided in the form of a written addendum emailed to all known potential vendors. However, email notifications of addenda are sent to known potential vendors are a convenience only.

It is each vendor's responsibility to understand and comply with any addenda to this solicitation. Addenda may be posted on the City's website, www.cityofsantacruz.com, under Bidding Information or vendors may contact Malissa Kaping CPPB, Senior Buyer, at 831/420-5083, fax 831/420-5312, email mkaping@cityofsantacruz.com to determine whether addenda have been issued.

How many addenda were issued for this solicitation? _____

CITY OF SANTA CRUZ
PURCHASING DIVISION
EMERGENCY RESOURCE AGREEMENT

In previous disasters, many organizations have responded enthusiastically to the City's requests for supplies and services needed to protect the health, safety, and property of the Santa Cruz public. The information on this list allows us to quickly locate desperately needed resources. Because many businesses give us their night time phone numbers, we are able to obtain crucial supplies and services after normal business hours.

If you are interested in being a part of this list, please take a few minutes to fill out the form below, review the attached categories, and check any that apply.

I urge you to provide the manager's or owner's home address and phone number. Having information on how to contact a firm after hours greatly improves our emergency response. This information is kept confidential and used only in the event of serious life threatening emergencies.

Company_____

Address _____

_____

Phone _____ Night Phone _____ Fax Number _____

Contact _____

Email address _____

Home Address _____

Home Phone _____ Night Phone _____ Cell Phone _____

Notes_____

_____

By signing this agreement, the vendor agrees to charge the City of Santa Cruz a rate that is fair market value. The vendor also agrees to provide the City of Santa Cruz with all available supplies, materials, equipment and/or services on a priority basis.

_____ _____

Authorized Agent/Officer of Business Date

Review categories on the next page and check any that apply to your company.

City of Santa Cruz
Emergency Resource List

Categories

- ☐ AIRCRAFT-FIXED WING
- ☐ ALARMS: BURGLAR & FIRE
- ☐ AMBULANCES
- ☐ ANIMAL SERVICES
- ☐ AUTO RENTALS
- ☐ AUTO SUPPLIES
- ☐ BACKHOES
- ☐ BARRICADES
- ☐ BASE STATIONS-PORTABLE
- ☐ BATTERIES
- ☐ BOATS
- ☐ BRIDGES-PREFAB
- ☐ BUILDING MATERIALS
- ☐ BUSES
- ☐ CATERING
- ☐ CAUTION TAPE
- ☐ CELLULAR PHONES
- ☐ COMMUNICATIONS SERVICE
- ☐ COMMUNICATIONS SERVICE (ARES)
- ☐ COMPRESSORS
- ☐ COMPUTER HARDWARE
- ☐ COMPUTER PROGRAMMERS
- ☐ CONCRETE READY MIX
- ☐ CONSTRUCTION SERVICES
- ☐ COTS & BEDDING
- ☐ CRANES
- ☐ DATA ENTRY SERVICES
- ☐ DEBRIEFING SERVICES
- ☐ DEMOLITION CONTRACTORS
- ☐ DEMOLITION EQUIPMENT
- ☐ DIVERS
- ☐ DOZERS
- ☐ DUMPTRUCKS
- ☐ ELECTRICAL CONTRACTORS
- ☐ ELECTRICAL MATERIALS
- ☐ ELEVATOR SERVICE
- ☐ EMERGENCY BROADCAST SYSTEM
- ☐ EMERGENCY MEDICAL SERVICES
- ☐ EMERGENCY SERVICES
- ☐ ENGINEERING SERVICES
- ☐ ENVIRONMENTAL / ECOLOGICAL SERVICES
- ☐ EQUIPMENT-HEAVY
- ☐ EQUIPMENT-RENTAL
- ☐ EVACUATION RELOCATION SERVICES
- ☐ FENCING
- ☐ FIELD KITCHEN
- ☐ FIRE ENGINES
- ☐ FIRST AID SUPPLIES
- ☐ FLARES
- ☐ FOAM-FIREFIGHTING
- ☐ FOOD-AGENCIES, ASSOCIATIONS
- ☐ FOOD-CAFETERIAS
- ☐ FOOD-GROCERY
- ☐ FOOD-PACKAGING SUPPLIES
- ☐ FOOD-PREPARED
- ☐ FOOD-PREPARED, CATERING TRUCKS
- ☐ FOOD-WHOLESALE
- ☐ FUEL
- ☐ FUEL-PROPANE
- ☐ GENERATORS
- ☐ GLASS
- ☐ GOVERNMENT AGENCIES
- ☐ GRADERS
- ☐ HARDHATS
- ☐ HARDWARE SUPPLIES
- ☐ HAULING
- ☐ HAZMAT-CONTRACTORS
- ☐ HAZMAT-EQUIPMENT
- ☐ HAZMAT-INFORMATION AGENCIES
- ☐ HAZMAT-WASTE HAULERS
- ☐ Heaters
- ☐ HELICOPTERS
- ☐ HOSPITALS
- ☐ ICE
- ☐ INSPECTION SERVICES
- ☐ KITCHENS
- ☐ LABOR-TEMPORARY
- ☐ LAW ENFORCEMENT AGENCIES
- ☐ LEAD ABATEMENT
- ☐ LIGHTING-EMERGENCY
- ☐ LOADERS
- ☐ LOCKSMITHS
- ☐ LODGING-HOTELS, MOTELS, CAMPS, ETC
- ☐ MEDIA
- ☐ MENTAL HEALTH SERVICES
- ☐ MISCELLANOUS
- ☐ OFFICE OF EMERGENCY SERVICES
- ☐ OIL SPILL CLEANUP-CONTRACTORS
- ☐ OIL SPILL CLEANUP-EQUIPMENT, SUPPLY
- ☐ OIL SPILL CLEANUP-INFORMATION
- ☐ PAPER PRODUCTS
- ☐ PCB ABATEMENT
- ☐ POLICE EQUIPMENT
- ☐ PORTABLE BUILDING-RENTALS
- ☐ PUBLIC WORKS DEPARTMENTS
- ☐ PUMPS
- ☐ PUMPS-PORTABLE DEWATERING
- ☐ RADIO SUPPLIES-ANTENNAS, BATTERIES
- ☐ RADIOS-HANDHELD, MOBILE
- ☐ RAINWEAR
- ☐ REFRIGERATION UNITS
- ☐ REPEATERS-PORTABLE
- ☐ SAFETY CLOTHING & SUPPLIES
- ☐ SAND & GRAVEL
- ☐ SANDBAGS
- ☐ SCHOOLS, LOCAL
- ☐ SEARCH & RESCUE
- ☐ SEARCH & RESCUE SUPPLIES
- ☐ SEARCH LIGHTS
- ☐ SECURITY SERVICES
- ☐ SELF-CONTAINED BREATHING APPARATUS
- ☐ SEPTIC SERVICES
- ☐ SHELTERS
- ☐ STORAGE CONTAINERS
- ☐ SURVEYORS
- ☐ TELEPHONE SUPPLIES & SERVICES
- ☐ TOILETS-CHEMICAL & PORTABLE
- ☐ TOOLS-HAND
- ☐ TOOLS-POWER
- ☐ TOWING SERVICES
- ☐ TRACTORS
- ☐ TRAILERS-RENTALS
- ☐ TRANSPORTATION SERVICES
- ☐ TREE CONTRACTORS
- ☐ UNDERGROUND STORAGE TANK REMOVAL
- ☐ UTILITIES
- ☐ VEHICLES
- ☐ VEHICLES-4X4
- ☐ WATER TREATMENT SUPPLIES
- ☐ WATER, BOTTLED
- ☐ WATER, NON-POTABLE
- ☐ WATER, POTABLE
- ☐ WEATHER INFORMATION

Local Business Preference Certification

Business Name: _____

Local Businesses and Locally Owned Businesses must submit this certification with each bid or proposal in order to receive the 2% and *additional* 4% preference applied during the evaluation of any competitive process for goods, supplies, equipment, materials, services, or professional services.

Local Businesses
To qualify for the 2% local business preference, a business must meet the following criteria:

1) Does the business have an office with at least one employee located in the *City* of Santa Cruz?

   ☐ Yes ☐ No Business Address: _____

2) Is the business current in the payment of all taxes, charges, assessments, or fees owed to the City of Santa Cruz?

   ☐ Yes ☐ No

3) Does the business hold a valid City of Santa Cruz business license?

   ☐ Yes ☐ No DBA/license number: _____

Locally Owned Businesses
To qualify for an *additional* 4% locally owned business preference, a business must meet the above requirements for a local business and at least 50% of the business' owners must live in the *County* of Santa Cruz.

To qualify for the locally owned business preference, list all of the business' owners and their county of residence (attach additional sheets if necessary).

Owner Name: _____ County: _____

Owner Name: _____ County: _____

Owner Name: _____ County: _____

Owner Name: _____ County: _____

By submitting this form, I represent that I qualify as a (check all that apply):

☐ Local Business
☐ Locally Owned Business

I understand that by submitting false information or failing to disclose material information in order to qualify for the preference my business will be 1) required to pay the city any difference between the contract amount and what the city's cost would have been if the contract had been properly awarded, and 2) prohibited from bidding on any city contract or receiving any city contract for a period of three years of the discovery of facts supporting the same.

Authorized Signature: _____

Name & Title: _____

Date: _____