



THE CITY OF  
**HALF MOON BAY**  
CALIFORNIA

**Request for Proposal (RFP)**

**Portable Toilet Services**

**City of Half Moon Bay**

**Issue Date: June 11, 2018**

**RFP Submittal Due Date: June 28, 2018 at 4pm PST**

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## 1 RFP Overview

### 1.1 Purpose of RFP

This Request for Proposals ("RFP") is being issued by the City of Half Moon Bay (the "City"). The City is soliciting proposals from entities for rental and servicing of portable toilets for the City. The City intends to have the new contract begin on or before August 1, 2018.

### 1.2 RFP Timeline

Proposals are due June 28, 2018. The City anticipates award of contract no later than July 17, 2018 with a start date of August 1, 2018.

The City reserves the right, at its sole discretion, to adjust the RFP schedule as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all Proposers.

### 1.3 RFP Questions

All questions, technical or otherwise, pertaining to this RFP must be submitted via email to:

John Doughty  
Public Works Director  
City of Half Moon Bay  
Email: [jdoughty@hmbcity.com](mailto:jdoughty@hmbcity.com)

The deadline to receive all questions is June 15, 2018 at 12:00pm (noon). Questions received after this date may not be answered. Proposer questions should clearly identify the relevant section(s) of the RFP and page number(s) related to the question being asked.

### 1.4 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If amendment(s) are issued, notification shall be provided to all Proposers. Amendment(s) will also be posted on the City's website: <http://www.half-moon-bay.ca.us/287/Bid-RFP-Center>.

### 1.5 Proposal Submittal

Sealed proposals must be received by the City no later than the date and time indicated in Section 1.2. Proposers assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarks will not be accepted as proof of receipt. Failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Proposal packages must be sealed and include five (5) hard copies and one (1) electronic copy of the proposal (a single .pdf file containing all submitted material). The proposal package must be mailed, couriered, or hand delivered to the City at the following address:

City of Half Moon Bay

501 Main Street  
Half Moon Bay, CA 94019

The package should be clearly labeled as follows:

Proposal for Portable Toilet Services  
Due Date: June 22, 2018 at 4PM PST  
Attn: John Doughty, Public Works Director  
Name of Proposing Firm  
Proposer's Address  
Proposer's Contact Person  
Proposer's Telephone Number

All proposers are expected to make all necessary inquiries and examinations to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the firm from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the firm for additional compensation.

## 2 City Overview

Incorporated in 1959, Half Moon Bay has a population of about 12,600 and encompasses approximately 6.5 square miles. The City of Half Moon Bay is a general law entity, governed by a council-manager form of government. The City employs 36 full-time employees. Half Moon Bay is nestled on the peninsula between forested hills and the scenic coastlines of San Mateo County, located 28 miles south of San Francisco and 40 miles north of San Jose.

Its historic downtown is home to numerous shops, art galleries, restaurants, bed and breakfasts, and other businesses, and its celebrated beaches and parks are wonders of nature, accessible to pedestrians, bicyclists, and equestrians. With its many activities and events, beautiful natural scenery, old-town charm, and abundance of retail and commercial services, Half Moon Bay is a regional destination. Growth in the number of households is expected to be 0.1 percent per year over the next 10 years.



## 3 Scope of Services

### 3.1 General Description

The Contractor shall provide rental and servicing of portable toilets at City facilities and on-call during City special events and emergencies.

The Contractor shall provide and maintain emergency service response of the City's facilities on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays. The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain facilities in compliance with standards set by the City.

Contractor shall be responsible for providing a safe work place, and complying with the standards and regulations set forth by the California Occupational Safety and Health Act (CalOSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), State of California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) Laws and Regulations, and any other applicable governmental law or City risk management standards. Non-Compliance with previously mentioned standards and regulations may result in a deficiency or performance deduction.

The Contractor shall not represent the City in matters of policy or procedures under this contract nor make any reference to City policy or procedures. Contractor shall refer all questions or inquiries from the public regarding policy and procedures or terms and conditions of this contract to the City.

### **3.2 City Facilities**

The facilities to be serviced are as follows:

1. Poplar Beach Park (Terminus of Poplar Street)  
Number and Type of Units: Three (3), one of which must be ADA compliant  
Seasonal Adjustment: Eight (8) in total (May 1 to September 30), one minimum ADA compliant unit  
Preferred Service frequency: 6 times per week (May-September)  
Alternate Service Frequency: 3 times per week (October-April)
2. Smith Field Park (Terminus of Wavecrest Street)  
Number and Type of Units: Three (3), one of which is ADA compliant  
Seasonal: Five (5), one of which is ADA compliant  
Preferred Service frequency: 6 times per week (March-August)  
Alternate Service Frequency: 3 times per week (September-January)
3. Miramontes Point Road Trailhead (Miramontes Point Road)  
Number and Type of Units: Two (2), one of which is ADA compliant  
Preferred Service frequency: 6 times per week (May-September)  
Alternate Service Frequency: 3 times per week (October-April)
4. Historic Jail and Barn (500 Block of Johnston Street)  
Number and Type of Units: One ADA compliant  
Preferred Service frequency: 1 times per week (Mondays)

### 3.3 Special Events and Circumstances

The City may also require units be delivered and services for special events and circumstances. Cost proposal will include a per unit rental cost by day, week and month as well as service costs of each unit based upon the agreed upon term.

### 3.4 Maintenance Requirements

#### 3.4.1 Routine Maintenance

The Contractor shall provide a routine, comprehensive maintenance and cleaning of each unit in accordance with frequency schedule noted in the RFP.

#### 3.4.2 Emergency Response Work

The City may request that the Contractor perform Emergency Response Work where a unit or unit(s) require service in advance of normal cleaning and maintenance schedule. The Contractor shall provide and maintain emergency service response of the City's facilities on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays. Emergency Response Work shall be performed on a time and materials basis.

### 3.5 Materials and Equipment

Proposer will provide all paper items, soaps, cleaning materials and other tools, equipment, apparatus, and materials needed to perform all work necessary.

### 3.6 Hours of Work

Unless otherwise specified, all work shall be done during regular workings hours (Monday through Friday, 7:30 am to 6:00 pm).

### 3.7 Assignment and Subcontracting

The Contractor may not subcontract, transfer, or assign any portion of the contract.

## 4 Reporting Requirements

### 4.1 Monthly Activity Report

The Contractor shall provide computerized monthly activity report(s) to the City along with the written/emailed invoice.

### 4.2 Invoices

The Contractor shall provide one computerized invoice to the City by the fifteenth (15) working day of each month for the previous month. Invoices must be sent by **E-MAIL ONLY** to [pwinvoices@hmbcity.com](mailto:pwinvoices@hmbcity.com). Any other form of submission will not be accepted. No payment will be made without submittal of the Monthly Activity Report (Section 4.1).

Invoices must have separate section for Routine Maintenance and Emergency Response Work, rental and service fees with breakdown by facility and/or event. Charges for routine maintenance should reflect the established rate for facilities negotiated in the contract.

Charges for Emergency Response Work should be itemized by service call and should show the actual labor hours per employment classification and application rates.

### **4.3 Payment**

All payments will be made within thirty (30) days after an invoice has been approved for payment by the City.

## **5 Proposal Submission Requirements**

Proposers should display their expertise in the field and the proposed methodology to accomplish each of the services expected as defined in the Scope of Work. However, it should be noted that this Request for Proposal may not have identified each specific, individual task required to successfully and completely provide this service. The City relies on the professionalism and competence of the Contractor to be knowledgeable of the general areas identified in the Scope of Work and of adequate competence to include all required tasks and subtasks, personnel commitments, man hours, direct and indirect costs, etc. in its proposal. The City will not approve addenda to the Contractor's agreement which do not involve a substantial change from the general Scope of Work identified in this Request for Proposal.

### **5.1 Proposal Format**

Proposals should not exceed fifteen (15) pages (sheets of paper), double sided (8.5" x 11"), excluding table of contents, attachments, and fingerprint reports. Proposals should include page numbers.

Proposals must include:

- One (1) printed copy marked "Original" and containing an original signature.
- Four (4) printed copies marked "Duplicate."
- One (1) electronic copy on a USB drive.

\*Note: Faxed submittals will not be accepted.\*

Proposal should follow the structure below:

- Title Page
- Table of Contents
- Cover Letter
- Technical Proposal
- References
- Cost Schedule

### **5.2 Cover Letter**

All proposals should include a cover letter that provides the following:

- Name, address, telephone number, fax number (if applicable), and email address of applicant's key contact person.
- Description of the size, years in business, and type (e.g. corporation, partnership) of organization submitting proposal.
- Name of the entity that will sign the agreement, in the event one is awarded.
- A written statement warranting that the requirements as written in the RFP, its enclosures, and all addenda (listed by addenda and dates received), have been

thoroughly reviewed and the Proposer has conducted all due diligence necessary to confirm material facts upon which the proposal is based.

- A written statement acknowledging that the Proposer will not receive any additional compensation that is not included in the Proposer's Cost Schedules.
- A written statement acknowledging the validity of the proposal contents including proposed Cost Proposal for a period of ninety (90) days.
- A written statement that subcontractors will not be used to fulfill this contract.
- A written statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest (e.g., employment by the City).
- A written statement of acknowledgement that the City's legal documents have been reviewed and accepted with or without exception. If exceptions are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no exceptions are noted, the City will assume that the Proposer can perform all tasks and services without reservation or qualification to the contract.
- Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it.

### 5.3 Technical Proposal

Proposer's must demonstrate their understanding of the services requested in the Scope of Work. Proposals should summarize the company's qualifications and experience that display the company's ability to fulfill the City's requested scope of services. Proposals should include the name and title of City's primary contact.

### 5.4 References

Proposers must provide three (3) references, preferably for public agencies, for similar contracts. Each reference must include a contact name and contact information (phone number and/or e-mail at minimum).

### 5.5 Cost Proposal

Proposal shall include a completed Cost Proposal Schedule.

**Special Note:** The City reserves the right to negotiate rates and fees submitted by Contractor. The rates in the fully executed agreement between the City and Contractor will be binding.

## 6 Firm Selection

### 6.1 Proposal Evaluation

An Evaluation Committee will review all proposals based on various factors to determine which Proposers have qualified for consideration. Only those proposals that meet or exceed the intent of the mandatory requirements will be further evaluated. Late submissions will not be considered.

The Evaluation Committee will carefully weigh:

- Quality, clarity, and responsiveness of proposal.



- Demonstrated understanding and ability to meet the needs of the City.
- Contractor's qualifications, references, and identification of designated staff.
- Cost of services.
- Other qualifications/criteria as deemed appropriate by the Evaluation Committee.

The City may, at its sole option, ask for interviews or an oral presentation by any Proposer(s) participating in this process. Attendance at any such interview will be at the Proposers' expense.

The City reserves the right to reject any and all proposals and to determine which proposal is, in the City's judgment, the most responsive.

## **6.2 Award of Contract**

It is the City's intent to award a single contract to the firm that can best meet the requirements of the Request for Proposal document. The City reserves the right to award a contract to multiple firms or a single firm or to make no award, whichever is in the best interest of the City. It is anticipated that award of the contract will occur at a City Council meeting scheduled in May after the evaluation committee has made its final selection of the firm to be recommended for award. The decision of the City Council will be final.

## **6.3 Business License**

The successful Proposer that is awarded the contract will be required to provide a Half Moon Bay Business License, which can be purchase online at:

<https://halfmoonbay.hdlgov.com/>.

# **7 RFP Terms and Conditions**

## **7.1 Undue Influence**

The Proposer declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employees of the City will receive compensation, directly or indirectly, from the vendor, or from any officer, employee or agent of the vendor, in connection with the award of the Agreement or any work to be conducted as a result of the RFP. Violation of this Section shall be material breach of the Agreement/Contract entitling the City to any and all remedies by law or in equity.

## **7.2 Nondiscrimination**

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly,

all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### **7.3 Proposal Preparation Costs**

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

### **7.4 Proposal Withdrawals**

Proposals may be withdrawn up until the due date. To withdraw a proposal, the Proposer must submit a written request signed by an authorized representative. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

### **7.5 Proposal Errors**

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

### **7.6 Incorrect Proposal Information**

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

### **7.7 Prohibition of Proposer Terms and Conditions**

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counter-offer, and the proposal may be rejected.

### **7.8 Right to Refuse Personnel**

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

### **7.9 Proposal of Additional Services**

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

### **7.10 Licensure**

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure.

### **7.11 Conflict of Interest and Proposal Restrictions**

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or Proposer to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP. Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

### **7.12 Contract Negotiations**

Upon evaluation of each proposal, the City intends to enter into contract negotiations with the selected Proposer(s). These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City may open negotiations with the next ranked service provider(s).

### **7.13 Right of Rejections**

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

### **7.14 Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act (Government Code Section §6250-6270 and §6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

### **7.15 Proprietary Information**

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information.

### **7.16 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Proposers will be construed and enforced as if the RFP did not contain certain provision held to be invalid.

### **7.17 Proposal Amendment**

The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

### **7.18 Rights of the City**

The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any & all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals, if necessary, for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of certain subcontractors
- Negotiate with any, all, or none of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another Proposer in the event the originally selected Proposer(s) defaults or fails to execute an agreement with the City

An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.