

CONTRACT

***14**

Project: Abandoned Shopping Cart Retrieval Service

Bid No: RFP 1139

Amount of Contract: \$18,000.00

THIS CONTRACT, made this _____ day of _____ 2008, by and between the City of Milpitas, hereinafter referred to as the "City of Milpitas" and Alice Wright, hereinafter referred to as "Contractor".

WITNESSETH:

A. WHEREAS, the City of Milpitas has caused specifications, drawings and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and

B. WHEREAS, the term of this agreement shall become effective upon the execution of the agreement by all parties; and

C. WHEREAS, the agreement shall be for three (3) years with two (2) single year renewal options unless otherwise terminated; and

D. WHEREAS, said Specifications include:

- Part A – Notice of Request For Proposals
- Part B – Scope of Work
- Part C – Instructions To Proposer
- Part D – Terms and Conditions
- Part F – Special Provisions For Services
- Part H – Addenda
- Part J – Non-Collusion Affidavit
- Part K – Proposer's Statement Regarding Insurance Coverage
- Part L – Worker's Compensation Insurance Certificate
- Part M – Proposer's Nondiscriminatory Employment Certificate
- Part N – Subcontractors List
- Part O – Contractor's Proposal

E. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and the City of Milpitas hereby employs the Contractor and agrees to pay the Contractor the contract prices therein provided for the fulfillment of the work and the performance of the covenants therein set forth.

IN WITNESS WHEREOF, this contract has been executed on the day and year written on Page 1.

City of Milpitas,
A Municipal Corporation

Thomas C. Williams, City Manager

Alice Wright

Title

Business Tax Compliance: Certificate No.

Federal Tax ID No:

Approved As To Content:

Chris Schroeder, Purchasing Agent

Approved As To Form:

Bronwen Lacey, Deputy City Attorney

Approved As To Insurance:

Emma Karlen, Risk Manager

ATTEST:

Mary Lavelle, City Clerk

SCOPE OF WORK

Abandoned Shopping Cart Retrieval Service

SUMMARY

The City of Milpitas, in cooperation with participating local stores, is seeking a qualified firm to provide citywide shopping cart retrieval service. The service includes locating, identifying, retrieving and returning abandoned shopping carts to participating storeowners or the City. The service will be required on a daily basis.

BACKGROUND

The City of Milpitas is located in the Silicon Valley between Highways 880 and 680. The City has a population of approximately 65,000 and encompasses 13.6 square miles. The City estimates that it has 32 businesses that use shopping carts. The City of Milpitas is concerned about neighborhood blight and public safety issues associated with abandoned shopping carts. The City estimates that it retrieves 1,200 shopping carts a year through its own forces. As a result, the City Council requested staff to contact shopping center operators to explore the feasibility of developing a joint venture retrieval service to collect abandoned carts citywide. The store operators identified in Exhibit D have agreed to collaboratively work with the City to solicit proposals to provide the desired service. The service would be paid for by participating store operators and the City on a cost per cart basis. Additional participating stores may be added over time. The City would perform the administration of the contract.

A reputable, bondable and experienced service provider is sought. Pending the quality of proposals received and cost for service, the City may enter into a one-year contract with an option to renew the service for up to an additional two years.

GENERAL DESCRIPTION

The Service Provider selected for this project shall be responsible for the following tasks:

1. Participating Stores

Service Provider is to provide service only to participating stores identified in Exhibit D and only for shopping carts properly identified as belonging to participating stores. Shopping Carts retrieved that do not belong to a participating store, or cannot be determined as to ownership, shall be designated as the City's responsibility. In addition, some businesses may contract with a retrieval service on an individual basis. Service Provider will be provided with a list of these businesses and contact information. Service Provider shall be required to notify these businesses when the Provider locates one of their carts, but shall not retrieve these carts.

2. Retrieval Service

Service Provider will retrieve shopping carts located off premises of participating stores and return to designated storeowner representatives (store parking lots or shopping center lots where store is located is not considered off premises). Service Provider shall retrieve all other off-premises shopping carts, except those carts belonging to businesses that have been identified as contracting with a retrieval service on an individual basis, and deliver them directly to the store from which they came.

3. Frequency and Service Delivery

Service Provider will provide retrieval service seven days a week, except City recognized holidays. Provider is expected to respond to requests from citizens, participating stores, and the City for the retrieval of stray carts from specified locations; provide routine search efforts to locate carts not identified by calls; organize a daily routine to respond to calls and provide search duties; deliver carts to appropriate stores or the City; and, maintain inventory records for returned carts. All employees performing retrieval service shall possess a California class "C" driver's license.

4. Geographic Areas to be Served

Service Provider is to provide citywide service in the City of Milpitas only. A map of the City with participating stores is attached as Exhibit "A".

5. Inventory Control

Service provider will maintain records of carts retrieved and returned to all participating stores or to the City, including the number of carts retrieved and delivered to each participating store, the number of carts returned and delivered to the City, the dates of retrieval and return, and the signature of the store or City representative accepting the returned carts.

6. Written Procedures

Provide to the City written procedures for responding to calls for service and for performing routine searches. For those carts that are not identified as belonging to any business listed in Exhibit D, on a daily basis, notify the City of Milpitas Neighborhood Preservation Division during normal City business hours at (408) 586-3075 of the location and, if possible, the owner of the cart.

7. Agreement

Service Provider shall enter into an Agreement with the City of Milpitas in the form attached hereto as pages 30 and 31. Any requested revisions to this Agreement must be declared in the Service Provider's proposal. **The City will not consider any revisions to the Agreement that are not included in the proposal. It is the City's expectation that the Service Provider's price shall include the costs of performing every provision of this Agreement.**

8. Term

The contract resulting from this solicitation will be for a period of three (3) years with two (2) additional one (1) year options.