

**CITY OF FULLERTON
MAINTENANCE SERVICES AGREEMENT
WITH
CLEANSTREET**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of June, 2019, by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and CleanStreet, a California corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to provide street cleaning services, as more fully described herein.

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services.

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Proposal and associated addenda ("RFP"), attached hereto as Exhibit "A," Contractor's response to City's RFP (the "Proposal"), attached hereto as Exhibit "B," Special Terms and Conditions attached hereto as Exhibit "C," and Contractor's Best and Final Offer ("BAFO"), attached hereto as Exhibit "D", incorporated herein by this reference (the "Services").

1.2. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City and within the hereinafter specified. Evaluations of the work will be done by City's Public Works Director or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern within twenty-four hours at no additional fee to the City;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or withhold payment for current billing period until deficiency is corrected, without right to retroactive payments.
- (c) Terminate the Agreement as hereinafter set forth.

1.3. Compliance with Applicable Law. Contractor warrants that it shall perform the

services required by this Agreement in compliance with all applicable federal and state employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other applicable federal, state and local laws and ordinances. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.6. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee amounts set forth in Exhibits C and D for the first year of the term of this Agreement. Thereafter, Contractor may increase its fees no more than once a year for the remaining term of this Agreement, upon sixty (60) days' prior written notice to City, provided that no increase shall exceed the Consumer Price Index for all Urban Consumers, for the Los Angeles-Long Beach-Anaheim area, for all items, which was published for the month immediately preceding the notice, using the standard reference base.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall commence in accordance with the Notice to Proceed issued by City to Contractor, which shall be attached hereto as Exhibit F and incorporated herein by this reference. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Commencement Date set forth in Exhibit F and continue for a period of five (5) years, unless extended or previously terminated as provided herein or as otherwise agreed to in writing by the parties. The term of the Agreement may be extended for up to two (2) additional one-year periods.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, upon thirty days' written notice, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

5.0. INSURANCE

5.1. Insurance Required. Contractor shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. Contractor shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement. Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained in this Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.2. Minimum Scope and Limits of Insurance.

A. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 0001 ED. 11/88, with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice

the required occurrence limit.

B. Commercial Automobile Liability Insurance. Contractor shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 0001 T ED. 6/92, with a limit of not less than \$2,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. Contractor shall maintain workers' compensation insurance as required by the State of California (Labor Code section 1860) and employers' liability insurance with limits of not less than \$1,000,000 each accident.

5.3. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the City.

5.4. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability, Business Automobile Liability: City, its elected or appointed officials, officers, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations; or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor. Such coverage as an additional insured shall not be limited to the period of time during which the Contractor is conducting ongoing operations for City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to City, its officers, employees, and volunteers.

B. Commercial General Liability, Business Automobile Liability: This insurance shall be primary insurance as respects City, its officers, employees, and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

C. Workers' Compensation and Employers' Liability Insurance: Insurer shall waive their right of subrogation against City, its officers, employees, and volunteers for work done on behalf of City.

D. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.5 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than B+, Class X. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Contractor evidences the requisite

need to the sole satisfaction of City.

5.6 Verification of Coverage. Contractor shall furnish City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Such certificates shall be attached to this Agreement as Exhibit E and made a part hereof. Additionally, Contractor shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:
CleanStreet
1937 West 169th Street
Gardena, CA 90247

IF TO CITY:
City of Fullerton
Public Works Department
1580 West Commonwealth
Avenue
Fullerton, CA 92833

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against City, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against City, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of City. This provision shall supersede and replace all other indemnity provisions contained either in City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable

worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.12. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.13. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.14. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.15. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.16. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.17. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.18. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.19. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.21. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.23. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF FULLERTON

Meg McWade, Public Works Dir
Name and Title

Date: 8-5-19

CONTRACTOR

R. Ardum
Signature

Date: 8-5-19

BUSINESS DIRECTOR
Name and Title

95-414-7708
Social Security or Taxpayer ID Number

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

EXHIBIT A
REQUEST FOR PROPOSALS



Request for Proposal

180517-A

Street Sweeping Services (alternative fuel only)

May 17, 2018

Optional Pre-offer Conference Date:

June 07, 2018

9:45 am check-in, 10:00 am to 12 noon conference

3rd Floor, Executive Conference Room

1 Civic Center Circle, Brea, California 92821

Question Deadline:

June 12, 2018, 5:00 pm, PST

Offer Due Date:

June 28, 2018, 5:00 pm, PST

Submit offer online at:

www.CityofBrea.net/Purchasing

Procurement Contact:

Neil Groom, Procurement and Contracts Administrator

NeilG@CityofBrea.net

714-990-7708

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Introduction

I. Overview

- A. The City of Brea (Brea), as lead agency, is issuing this request for proposals (RFP) for Street Sweeping Services on a weekly or twice-monthly basis for the cities of Brea, Placentia, and Fullerton (Cities).
- B. After a careful review of each submitted proposal, the Cities will conduct an evaluation leading to the potential selection of a contractor and the award of a contract should the proposal prove to be more cost effective with higher quality than the current city-provided sweeping service.
- C. The term of the agreement will be for a one-year base period with up to six (6) one-year optional renewals based on mutual agreement. Prices will be fixed for each year of the contract. Additional streets, as developed or assumed by the Cities, may be added to or removed from the contract and total payable curb miles will be adjusted accordingly.
- D. **Please be advised Cities are soliciting services using alternative-fuel sweepers ONLY. Pursuant to AQMD Rule 1186.1 an alternative-fuel sweeper means a sweeper with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered alternative-fuel technologies for the purposes of Rule 1186.1.**

Schedule, Conference, Overview, Proposal Content, Proposer Qualifications

II. Tentative Schedule of Important Dates

This section provides a **tentative** schedule of the important milestone dates. Examine these dates carefully and plan accordingly. All times are 5:00pm unless stated otherwise.

	DATE	EVENT
1	Thu, May 17, 2018	Solicitation issue date
2	Thu, May 31, 2018	Deadline to submit Pre-Offer Conference questions
3	Thu, Jun 07, 2018	Pre-Offer Conference (attendance is <i>optional</i>)
4	Tue, Jun 12, 2018	Question Deadline
5	Thu, Jun 14, 2018	Final addendum issued
6	Thu, Jun 28, 2018	Offer due date
7	Thu, Jul 05, 2018	Evaluation of Offers completed
8	Thu, Jul 12, 2018	Best and Final Offers due (if requested by Cities)
9	Thu, Jul 19, 2018	Selection of Contractor & Contract Preparation
10	Tue, Aug 21, 2018	Contract Award(s) (estimated)
11	Mon, Oct 01, 2018	Start of Service (estimated; each City may vary)

III. Optional Pre-Offer Conference Instructions

- A. Review entire Solicitation package before attending conference.
- B. Formulate and submit your questions online before the conference and bring those questions with you to the conference. Cite the page number, section, and paragraph number for quick reference.
- C. **Arrive early. Check-in begins at 9:45 am. The conference is on Thu, Jun 07, 2018, at 10:00 am.** It is expected to last about 90-minutes; however, allow more time depending on the questions posed and answered.
- D. Be aware this is an open meeting; any information conveyed is NOT confidential.
- E. Be aware that information exchanged during the conference does not alter any of the Solicitation requirements; only a duly authorized written addendum posted to this Solicitation will alter its requirements. Transcripts will not be made of the conversations and minutes will not be provided.
- F. Note that Cities will not accept additional questions after the dismissal has begun; rather, you will need to submit any additional questions through the Q&A tab for this Solicitation no later than **June 12, 2018** at www.CityofBrea.net/Purchasing.

IV. Examination of Sites

- A. Examine Sites and Work before submitting a proposal. Cities make no representations about the order or condition of routes nor do Cities warrant route areas will be free from defects, either apparent or hidden, at commencement of, or at any time during the term of the contract. Proposing firms must examine the location, physical conditions and surroundings to determine how these factors will influence the performance of the contract work. By submitting a proposal, Proposer shall be deemed to have agreed to accept the condition of the routes in its “as-is” condition.

V. Definitions

- A. General definitions are stated in the Definition of Terms subsection of the General Terms & Conditions for Proposals section.
- B. Cities refer to Brea, Fullerton, and Placentia collectively.
- C. City, City Representative, City Staff, Superintendent, Police Department, Public Works Department refer to the respective city of Brea, Fullerton, or Placentia, unless otherwise noted.
- D. Specific Scope of Services definitions are contained in Exhibit A: Scope of Services.

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Proposal Procedures, Content, Format, Criteria, and Award

I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, the General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** Cities reserve the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, each City reserves the right to select the next most qualified proposer or call for new proposals, whichever the given City deems most appropriate.
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.
- F. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

II. Proposal Format and Content

A. General

- 1. Include the following sections containing the information requested below in your proposal. To enable ease of evaluation, please follow the sequence shown and upload the required documents into the eProcurement portal in the appropriate sections.

B. Section 1: Executive Summary

- 1. Provide a cover letter of your company's information including:
 - a) Introductory statement including a brief company overview
 - b) Company's name, address, phone, email, website
 - c) Names and titles of key contacts
- 2. Limit this section to a maximum of one page.

C. Section 2: Response Template*

- 1. Include a completed Response Template for consideration.

* Template is provided in the Response Template section.

D. Section 3: Proposal Costs

1. Submit the Total Annual Cost Forms* and the Unit Price Forms* for each City.
2. Provide pricing for optional proposer recommendations.
* These forms are provided in the Submittal Forms section.

E. Section 4: Required Forms

1. Non-Collusion Affidavit*
 2. Client Reference List*
 3. Statement of Compliance (Terms and Conditions, Scope of Work)*
 4. Statement of Compliance (AQMD Regulations)*
 5. Affirmative Action (if over \$50,000)*
 6. Minority-Owned Business (if applicable)*
 7. Offer Form*
- * These forms are provided in the Submittal Forms section.

The Special Provisions Attachment and Form is omitted from this RFP.

F. Section 5: Work Samples

1. Include samples of work, queries, reports, and forms*
2. Include samples of ongoing support and services agreements*
* These documents will not be returned to proposer.

G. Inadequate Content

1. Note that a proposal is non-responsive if the proposal does not contain all proposal requirements, is not complete, or has exceptional or excessive exceptions.
2. Note that Cities, at their sole discretion, may waive minor non-material irregularities and informalities.
3. Do not submit extraneous marketing or promotional information.

H. Proposal Format

1. Electronic only: searchable document
2. White paper, 8-½ x 11, page numbered
3. Typed, black print, approximately 11-12 point font
4. Free from excessive graphics or excessive photos

Continued on Next Page

Proposer Qualifications, Evaluation Criteria, and Award Process

I. Proposer Qualifications

The intent of this RFP is to evaluate the proposals, determine the Proposers that are in the competitive range, and select Proposers that will provide the most cost-effective and professional services for Each City.

A. Minimum Qualifications:

1. Have at least seven years of experience conducting the specific type of services required herein and have experience with at least three other clients performing like services as described herein.
2. Be capable of providing the required services within 45 calendar days of award and during the scheduled days and hours.
3. Maintain all licenses, permits, professional qualifications, and approvals of whatever nature that are legally required to provide these services.
4. Maintain full compliance with any and all AQMD regulations.
5. Have the necessary resources, knowledge, skills, experience, and the like to provide the required services.
6. Have financial stability and the necessary financial resources to provide the required services.
7. Demonstrate the requisite technical proficiency. Only Providers with verifiable experience will be considered for award.

II. Evaluation

A. Minimum qualifications, Competitive Range, and Award Consideration

The minimum qualifications, competitive range, and award consideration based upon the following criteria

1. Cities will review the Proposers Qualifications to determine if the Proposer meets or betters the minimum requirements as detailed above.
2. Only Proposers that meet or better the minimum requirements will have their Proposals reviewed for consideration.
3. Only Proposers that are deemed in the competitive range will be considered for presentation, interview, and Best and Final Offer (BAFO) if so requested by Cities.
4. Only the best-qualified Proposer will be considered for final negotiations of fee/price, scope of services, contract, and award recommendation.

B. Evaluation Criteria

1. In accordance with the objective of selecting the most qualified contractor at a fair and reasonable cost, a Review Board will review the proposals and select the most qualified firms for interviews. The Review Board will rank proposers based upon the following criteria:
 - a) Ability to perform the specific tasks outlined in herein.
 - b) Qualifications of specific individuals who will work on the project.
 - c) Amount of time and involvement of key personnel who will be involved in respective portions of the project.
 - d) Reasonableness of the fee requested to do the work.
 - e) Demonstrated record of success on work previously performed.
 - f) Specific method and techniques to be used on the project.
 - g) Any other criteria prescribed in this RFP for the required services including any presentations, interviews, and Best and Final Offer (BAFO), if so required by Cities.

C. Fee/Price Evaluation

1. Reasonableness of fee requested to do the work.
2. Reasonableness of any BAFO requests.
3. Final negotiations.

III. Award

- A. After conclusion of Evaluations, a Notification of Intent to Award will be sent to the selected Proposer(s). Each City intends to award a single contractor.
- B. Award is contingent upon the successful negotiation of final contract terms and the approval of each City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, each City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event each City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of Cities.

IV. Post-Award and Pre-Commencement Requirements

- A. **Business License:** obtain and maintain in effect a valid Business License for each City prior to commencement of work and during the entire time that work is being performed under the each contract.
- B. **Insurance:** obtain and maintain valid insurance per the Insurance Requirements attachment.

Special Terms and Conditions

I. Workmanship and Supervision

- A. Provide all labor, sweeper operators, and equipment sufficient to complete the work as specified herein.
- B. Have work performed by competent and experienced operators. Ensure that all employees have the appropriate class of driver's license for the type of equipment they are operating.
- C. Provide a thoroughly skilled, experienced, and competent supervisor who is responsible for adherence to the specifications. **Supervisors and lead workers must communicate effectively, both in written and oral English, and shall be present at all times during contract operations.** Any order given to these supervisors or lead workers shall be deemed as delivered to Contractor.
- D. Ensure that all personnel working at the outlined areas are neat in appearance; wear identification badges, patches, and uniforms approved by the Public Works Superintendent.
- E. Remove personnel who are found not to be satisfactory by a given City from work on the resultant contract.

II. Equipment

- A. Ensure that all vehicles and equipment used in conjunction with the work:
 - 1. Are maintained in a neat, clean, orderly manner, and are in good working order. At the discretion of the Public Works **Superintendent**, or authorized agent, each City may reject any vehicle or piece of equipment and order it removed from the service area(s).
 - 2. Meet all current federal, State, and AQMD regulations.
 - 3. Bear identification signs that Contractor is performing services for the City wherein the work is being performed. Only City-approved signs may be installed by Contractor.
 - 4. Are equipped with GPS tracking devices and GPS data must be provided to Cities upon request.
 - 5. Ensure that only alternative-fueled sweepers are used for the sweeping services per AQMD Rule 1186.1.
- B. Optional Equipment
 - 1. Provide, if this option is selected by City, cameras mounted on the street sweepers to take a date and time-stamped photo of vehicles and their license plates, for vehicles that are parked illegally in the street on street sweeping day. Transmit these photos to and in the manner prescribed by the Public Works Superintendent or designee.
- C. Note equipment used exclusively for providing services under this contract may be stored at the discretion of each City at their respective City yard.

III. Safety Requirement

- A. Ensure that all work performed under the resultant contract provides maximum safety to the public, the City, and Contractor employees, and where applicable, comply with all safety standards required by CAL-OSHA. The Public Works Superintendent reserves the right to assess liquidated damages and issue restraint or cease and desist orders to Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.
- B. Ensure that all vehicles have a "W.A.T.C.H." work area traffic control manual at all times.
- C. Maintain all service areas free of hazards to persons and/or property resulting from Contractor's operations.
- D. Report any hazardous condition not a result of Contractor's operations immediately to the Public Works Superintendent.
- E. Do not permit access into any City or other private structures by any unauthorized persons.

IV. Liability for Damages

- A. Be fully responsible for any and all damage done to any City's property, equipment, or other property of the public premises that result from Contractor's operations under the resultant contract.
- B. Insure the equipment, materials, and work covers Contractor's interest in the same. Cities will not, under any circumstances, be answerable or accountable for any loss or damage that may happen to said equipment, materials and work, or any part or parts thereof, used and employed in fully completing the contract.
- C. Hold harmless and indemnify each City in accordance with the General Terms and Conditions section, Hold Harmless and Indemnification subsection.

V. Advertising

- A. Do not advertise or allow any advertising of any kind or description, bill posters, printed, painted, or by the use of any other method application legible to human sight to appear on any equipment, buildings, structures, fences, canopies, posts, or signs except valid and authorized legal notices required to be placed thereon and except as may be specifically authorized by a given City within their jurisdiction.

VI. Guarantees

- A. Guarantee that the work performed under the resultant contract will be performed to the highest standards specified in the RFP, the highest industry standards, and remain as such for the term of the contract.

I. Audit Requirements

- A. Each City reserves the right, at each City's own expense, to periodically inspect and audit selected Contractor's accounting procedures and supporting documentation in conjunction with the performance of the required services in a reasonable manner.
- B. Each City will notify Contractor in writing at least 30 days prior to any such audit.
- C. Contractor must fully cooperate with any such audit.
- D. Each City will notify Contractor in writing of any exception taken as a result of an audit.
- E. Contractor must reimburse the given City of any overcharges per audit findings.

II. Insurance Coverage

- A. Before the commencement of the term of this Agreement, Contractor shall furnish each City with certification showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the General Terms & Conditions section, Insurance Requirements subsection as modified by the paragraphs below.
 - 1. Commercial General Liability: The aggregate limit shall be no less than \$4,000,000.
 - 2. Commercial Auto Liability and Property Insurance: The combined single limit per accident for bodily injury and property damage shall be no less than \$2,000,000.
 - 3. Professional Errors and Omissions Liability is not required for these services.

III. Termination

- A. If, in the opinion of a given City, Contractor fails to perform or provide prompt, efficient service, that City has the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Contractor for the value of the actual work satisfactorily performed to the date of termination.
- B. Each City has the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Contractor for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights each City may have available.

Continued on Next Page

Exhibit A: Scope of Services**I. Scope of Work**

- A. Furnish all labor, equipment, materials, and supervision to perform maintenance as described herein including, but not limited to, the following:
- B. Use modern regenerative air street sweeper to thoroughly sweep each street.

II. Definitions

- A. Curb Mile – measurement of curbing of streets and medians.
- B. Linear Mile – measurement of actual miles driven in order to satisfactorily clean streets to these standards, which may require multiple passes depending on condition and width of street.
- C. Curb-to-Curb – area within the curb limits of the street including medians, intersections, and street ends.
- D. Holiday – all observed holidays are (unless otherwise noted):
 - 1. New Year's Day
 - 2. Martin Luther King Jr Day
 - 3. Presidents' Day
 - 4. Memorial Day
 - 5. Independence Day
 - 6. Labor Day
 - 7. Veterans Day
 - 8. Thanksgiving (including the following Friday)
 - 9. Christmas Eve & Christmas Day
 - 10. New Year's Eve
- E. Inclement Weather – weather prohibiting effective sweeping operations.
- F. Debris – litter, rubbish, leaves, sand, dirt, garbage, other foreign material.
- G. Street – all paved dedicated public rights-of-way within the existing or future corporate limits of each City.
- H. Re-sweep –when prior sweeps deemed by each City to be below standard or when a street or sections of a street are missed during regular schedule.
- I. Special Sweep – sweep involving unusual conditions such as traffic hazards, parades, and similar events billed at the prices stated in the Unit Price Forms.
- J. Swept clean - minimal debris residual or tailings.
- K. Travel Speed – sweeper operator must maintain a speed of no more than six miles per hour while sweeping broom is lowered in the operating position

III. Working Hours

- A. Complete all sweeping activities per the days, times, routes, and Schedules unless prior approval is given by the Public Works Superintendent.
- B. Submit written variations in the Schedule to each City for review and consideration; City's determination is final.

IV. Level of Maintenance Requirements**A. General**

1. The Scope of Services is intended to cover all labor, material and standards of workmanship to be employed in the work called for in this RFP or reasonably implied by terms of same.
2. Provide all services or materials of a minor nature, which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work.
3. Perform all work in accordance with the highest industry and maintenance standards.
4. Comply with the standards, schedules, and frequencies as modified from time to time by each City to ensure proper maintenance.
5. Adhere to each City-approved schedule for sweeping posted streets, as Contractor is required to coordinate sweeping operations with Parking Control Officers from the Police Department.
6. Be aware that a significant number of City streets are posted no parking for street sweeping during designated hours on various days.
7. Be aware that street sweeping may require slower travel speed and/or multiple passes, due to different street widths to ensure uniform curb face to curb face coverage including median curbs.
8. Ensure sweepers do not blow debris onto private property nor drain water onto the street from the rear hopper.
9. Do not permit any sweeper to travel against the flow of traffic.
10. Sweep curb-gutter perimeter and turnouts with streets that have raised medians (commercial and residential).
11. Sweep the entire streetgrade striped medians.
12. Sweep clean each street to the adjacent property line.
13. Sweep parking lots, including City Facilities, adjacent to streets along the scheduled route.
14. Remove all street-sweeping generated deposits within intersections.
15. Use only City-approved alternatives to hand sweeping, for locations such as street ends, portions of parking lots, catch basins with retrofitted catch basin screens.

B. Deficient Sweeping

1. Correct deficiencies within 24 hours of notification. Note re-sweeps of the deficient area are not to be billed to City. Note if deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.
2. If, in the judgment of City, the level of maintenance is less than that specified herein, City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between Contractor and City. Failure to notify City of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed according to the requirements herein.

C. Inclement Weather

1. Perform **250 curb miles of inclement weather sweeps** "free-of charge" for each contract year at the request of each City. These sweeps are not re-sweeps of an area not done properly but rather an additional sweep that is not part of the regular schedule.
2. Adjust work force to accomplish activities unaffected by weather.
3. Be aware failure to adjust work force to show good progress shall result in deduction of payments to reflect only work actually done.
4. Notify Public Works Superintendent immediately when work force is removed from job site due to inclement weather or other reasons.

D. Special Events

1. Perform **150 curb miles of special event sweeps** "free-of charge" for each contract year at request of each City. These sweeps are not resweeps of an area not done properly rather additional sweeps not part of regular schedule. These may be used to clean before and after traffic hazards, parades, similar events, as each City desires.

E. Emergency Services

1. Provide each City with names and telephone numbers of at least two qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when Contractor's normal work force is not present in the given City.
2. Respond emergencies within thirty (30) minutes of notification.

F. Extra Work

1. Perform extra work at listed Unit Price rates as each City requests.

V. Water

- A. Utilize City-issued water meter(s) when filling equipment from City fire hydrants.
- B. Provide a deposit to obtain the water meter(s).
- C. Pay for all charges stemming from the use of City water.

VI. Disposal

- A. Dispose of sweeping debris in accordance with all applicable federal, state, county, and local requirements, which may be made at each City's Maintenance Facility.

VII. Meetings and Status Reports

- A. Meet with City representative at least monthly to determine progress and to establish areas needing attention.
- B. Provide a written weekly status report of activities performed and maintenance issues addressed Contractor.

VIII. Records

- A. Keep accurate records concerning all of Contractor employees or agents.
- B. Complete a written monthly maintenance report indicating work performed and submit this completed report to the Public Works Superintendent. This report should also contain a description of work performed, including labor hours, equipment, and any additional work ordered by each City.
- C. **A phone log will be submitted monthly of all calls from City Public Works Departments and City Police Departments to Contractor, whether or not those calls require a request for service, and a description of the action taken from each City's call.**

IX. Contractor's Office

- A. Maintain an office that can respond within 30 minutes of any City inquiry.
- B. Utilize a telephone answering service that is capable of contacting Contractor by phone for after normal working hours.
- C. Maintain a yard for operational requirements and equipment storage.

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Exhibit B: Term and Compensation

I. Term of Contract

- A. The term of the agreement will be for a one-year base period with up to six (6) one-year optional renewals based on mutual agreement.
- B. Prices will be fixed for each year of the contract.

II. Quantities

- A. **Quantities:** are annual estimates based on available information and may vary. Cities do not imply or make any commitment to purchase any specific quantity; quantities may vary from time-to-time.
- B. **Adjustments:** streets, as developed or assumed by a given City, may be added to or removed from the contract and total payable curb miles will be adjusted accordingly.

III. Pricing Terms and Conditions

- A. **Cost Components:** all rates must be fully loaded and include all cost including, but not limited to: Direct Labor & Burden, G & A, Overhead, Profit, Consumables & Materials, Fuel; Equipment, Taxes & Fees.
- B. **Fixed Prices:** prices are fixed for each year of the agreement.
- C. **Price Changes:**
 - 1. During the second twelve (12) month period of the Agreement, the Base Sum per month is subject to a cost-of-living adjustment (Stepped Up Base). The cost-of-living adjustment shall be set at the beginning of the second period adjustment date) in the following manner: The Consumer Price Index for all Urban Consumers (base year 1967 = 100) for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Statistics (Index) which is published for the month immediately preceding the adjustment date (Adjustment Index) shall be compared to the Index which was published for the date immediately preceding the beginning of the first twelve (12) month period (Beginning Index). If the Adjustment Index has increased over the Beginning Index, the monthly payment shall be increased by the amount obtained by multiplying the base sum by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index.
 - 2. The maximum annual adjustment is 3.0% for each contract year.
- D. **Proposal Price Sheet:** The Proposer submitted Total Annual Cost Form and the Unit Price Form as accepted by each City, will be incorporated into the resultant Agreement(s).

City Schedules

City of Brea Schedule

I. Deviations from the above Terms, Conditions, Scope of Services

A. None.

II. Contract Correspondence

A. Send all contract correspondence to:

1. City of Brea
2. Public Works Department
3. 545 N. Berry Street, Brea, CA 92821
4. Public Works Superintendent, Will Wenz
5. willw@cityofbrea.net

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III. Total Annual Cost Form (24 Sweeps per Year) – City of Brea

- A. Day & Time = day of the week and the earliest start and latest end times
- B. *Monthly Sweeps* = 2
- C. Annual Sweeps = **24**
- D. Annual Curb Miles = Route Curb Miles x Annual Sweeps
- E. Per Route Rate = the fully-loaded costs to perform the Scope of Services requirements as modified by this schedule for each Route
- F. Total Annual Cost = Annual Curb Miles x Per Route Rate (C x D)

A	B	C	D	E	F
RTE#	Day & Time Per Routes-Detail	Route Curb Miles	Annual Curb Miles	Per Route Rate	Total Annual Cost (C x D)
1	Monday	141	3,384	\$	\$
2	Tuesday	83	1,992	\$	\$
3	Wednesday	113	2,712	\$	\$
4	Thursday	76	1,824	\$	\$
Totals for all above routes			9,912		\$

Annual Per Curb Mile Cost (Annual Per Curb Mile Cost = Total Annual Cost / Annual Curb Miles)	\$
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Continued on Next Page

IV. Total Annual Cost Form (52 Sweeps per Year) – City of Brea

- A. Day & Time = day of the week and the earliest start and latest end times
- B. *Weekly Sweeps* = 1
- C. Annual Sweeps = **52**
- D. Annual Curb Miles = Route Curb Miles x Annual Sweeps
- E. Per Route Rate = the fully-loaded costs to perform the Scope of Services requirements as modified by this schedule for each Route
- F. Total Annual Cost = Annual Curb Miles x Per Route Rate (C x D)

A	B	C	D	E	F
RTE#	Day & Time Per Routes-Detail	Route Curb Miles	Annual Curb Miles	Per Route Rate	Total Annual Cost (C x D)
1	Monday	141	7,332	\$	\$
2	Tuesday	83	4,316	\$	\$
3	Wednesday	113	5,876	\$	\$
4	Thursday	76	3,952	\$	\$
Totals for all above routes			21,476		\$

Annual Per Curb Mile Cost (Annual Per Curb Mile Cost = Total Annual Cost / Annual Curb Miles)	\$
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V. Unit Price Form for Additional Sweeps – City of Brea

- A. Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.
- B. Contractor is advised that the unit prices may enter into the determination of the contract award. Unit prices listed below refer to all services and include all Cost Components per Exhibit B, III.A.
- C. The unit prices quoted by Contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
- D. All work shall be performed in accordance with all requirements herein.

Additional Sweeps	
Scheduled Sweeps (new development, etc..) based on <u>24</u> Annual Sweeps	Curb Mile Cost \$
Scheduled Sweeps (new development, etc..) based on <u>52</u> Annual Sweeps	Curb Mile Cost \$
Special Sweeps (special events, emergencies, etc.)	Curb Mile Cost \$

Sweep Alternate Sides of Streets based on <u>24</u> Annual Sweeps	Curb Mile Cost \$
Sweep Alternate Sides of Streets based on <u>52</u> Annual Sweeps	Curb Mile Cost \$

Continued on Next Page

VI. Unit Price Form for Optional Camera – City of Brea

- A. Contractor agrees to mount cameras per Specific Terms and Conditions, II. Equipment, B. Optional Equipment should the City elect this option.
- B. Provide the fully-loaded one-time costs to furnish and install the camera equipment for all sweepers used for these routes.
- C. Provide the per Curb Mile Costs to maintain the equipment and transmit images.

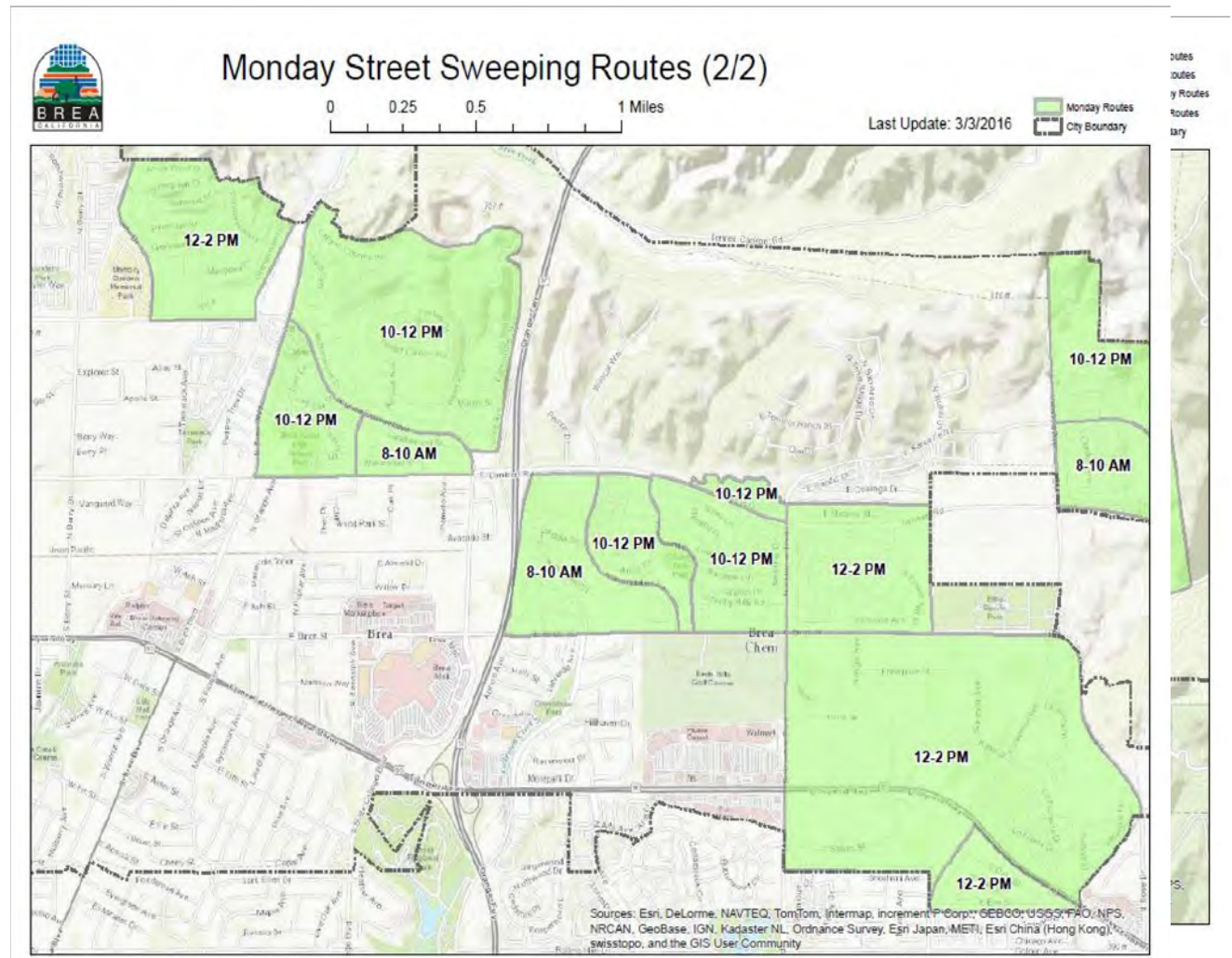
Optional Camera Equipment	
<p>One-Time Cost Furnish and Install the Camera Equipment</p>	<p>\$</p>
<p>Curb Mile Cost Maintain the Camera Equipment and Transmit Images</p>	<p>\$</p>

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VII. Detailed Maps-City of Brea

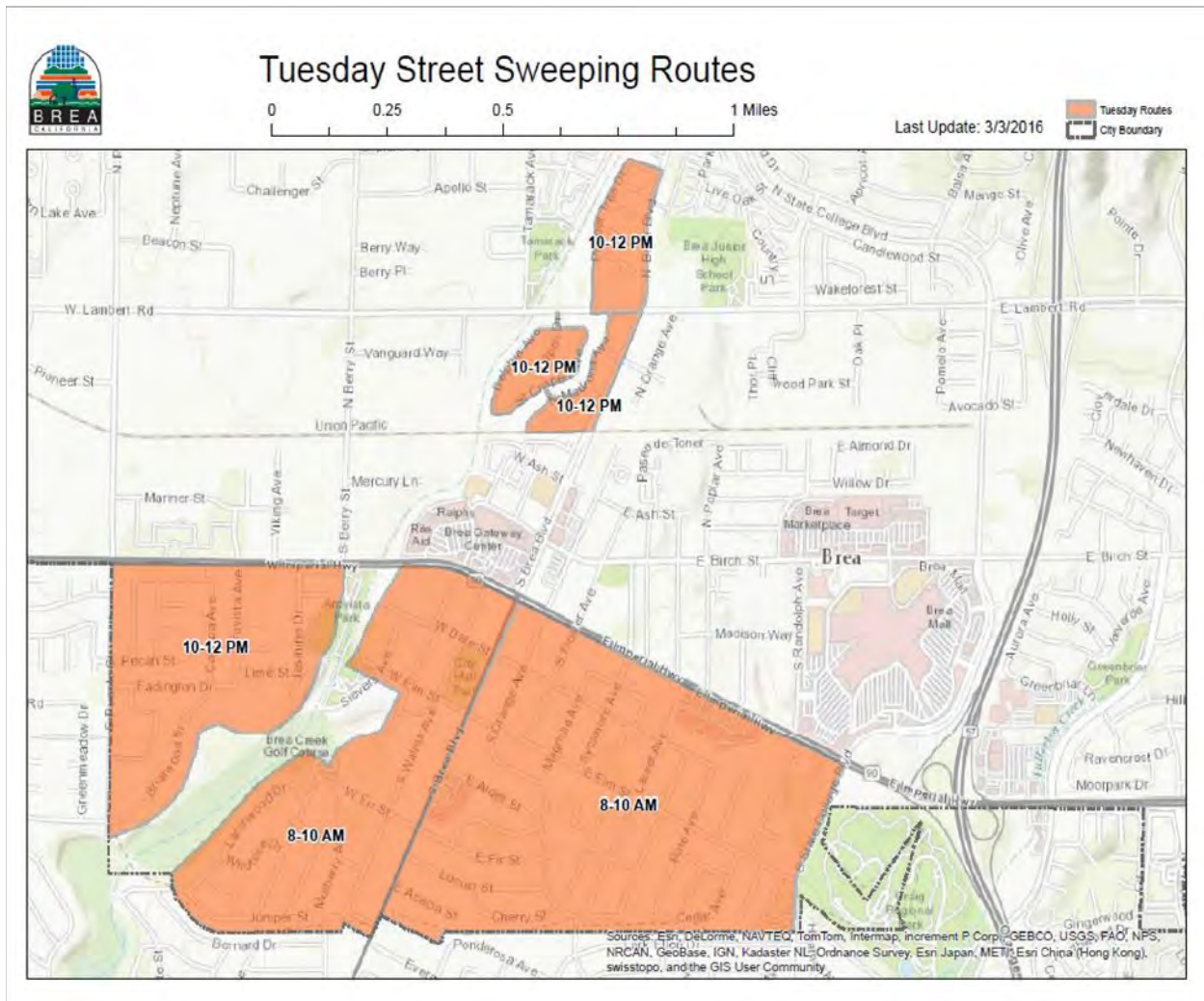
Detailed maps available on-line: <http://cityofbrea.net/index.aspx?nid=423>

A. Monday Street Sweeping Routes (2 maps)



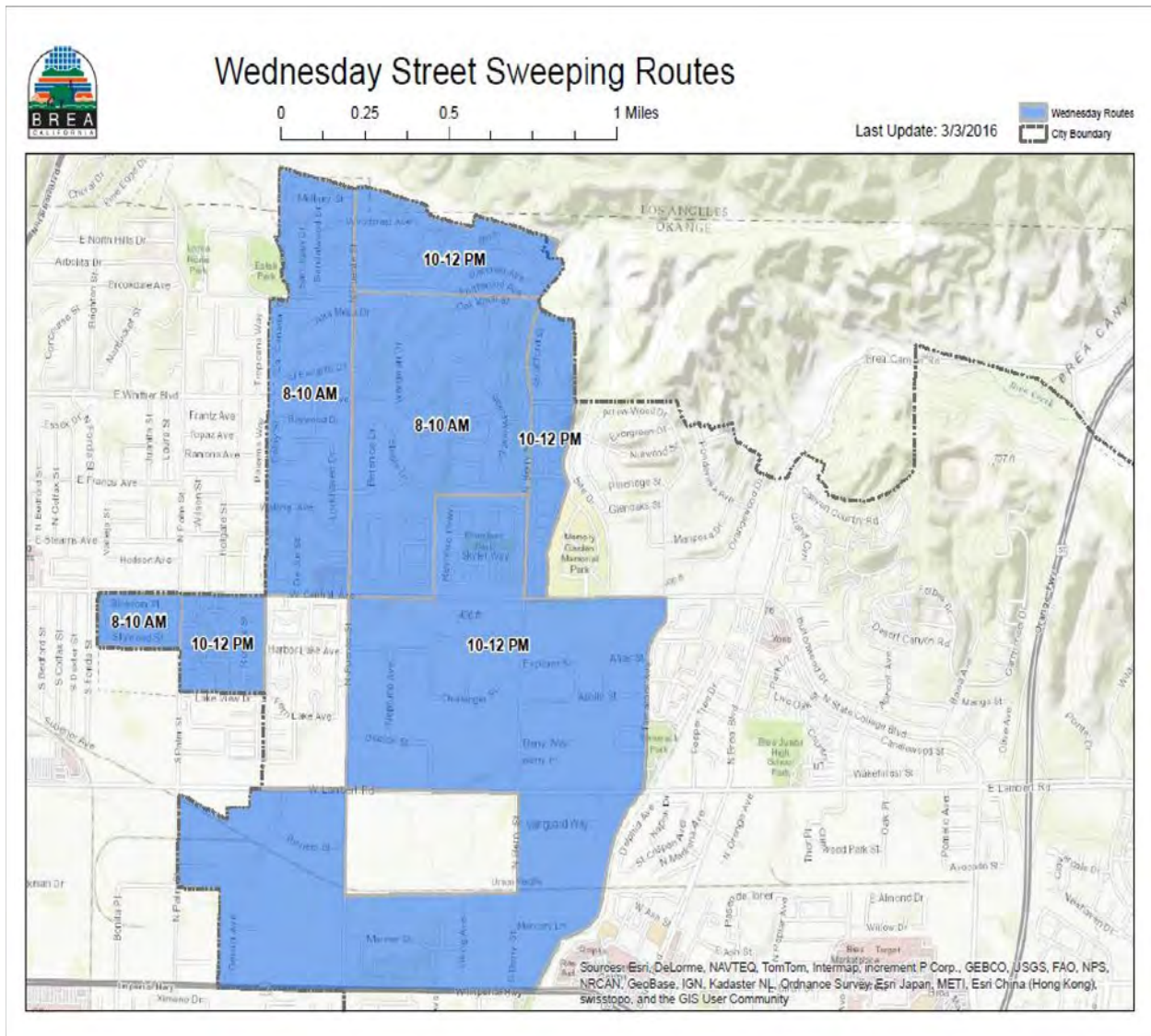
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B. Tuesday Street Sweeping Routes (1 map)



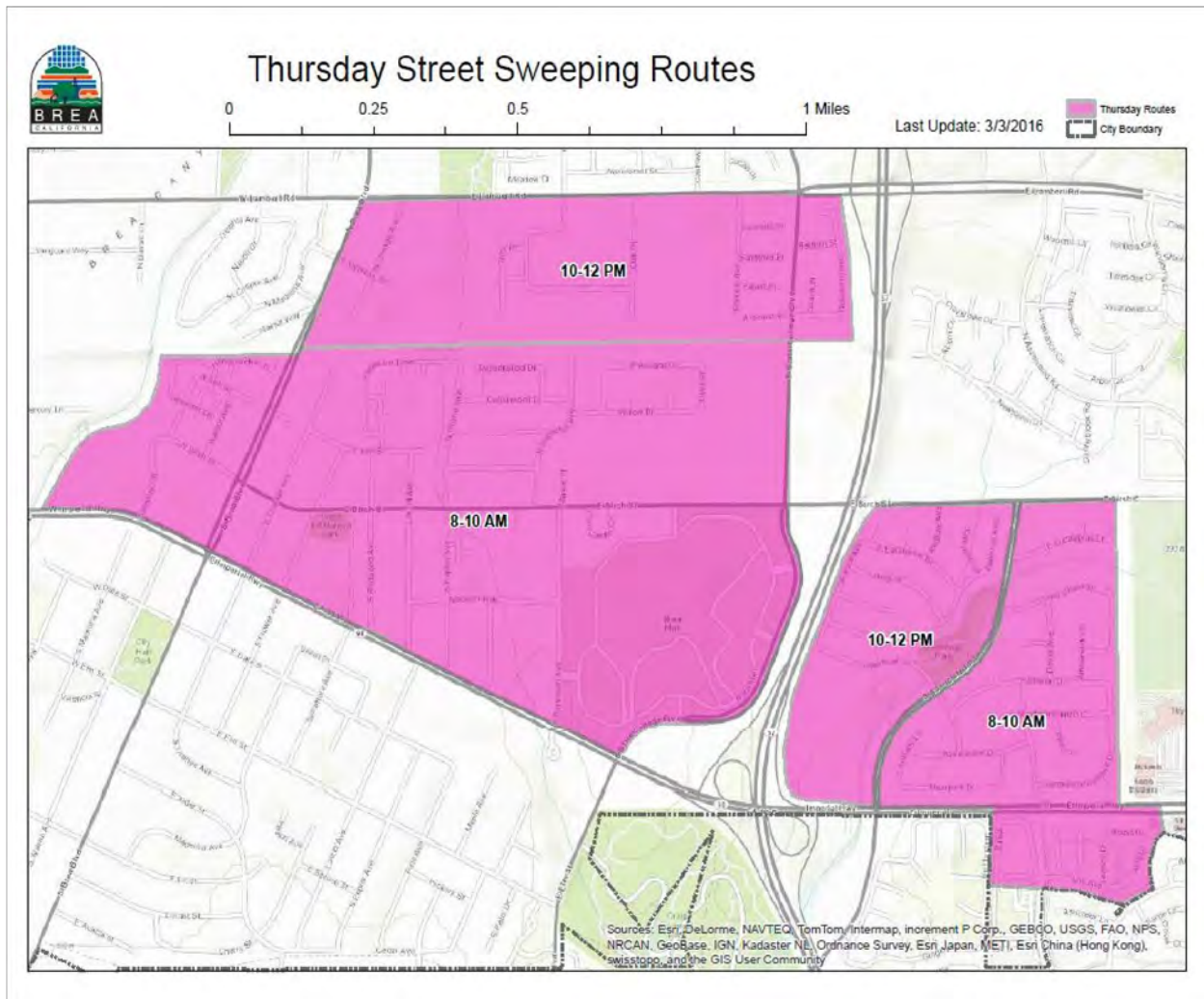
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C. Wednesday Street Sweeping Routes (1 map)



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D. Thursday Street Sweeping Routes (1 map)



End of Brea Schedule

City of Fullerton Schedule**I. Deviations from the above Terms, Conditions, Scope of Services**

- A. In Exhibit A: Scope of Services, paragraph II.D2. Fullerton does not recognize Martin Luther King Jr Day as a non-working holiday.
- B. Sweeps
- C.

II. Contract Correspondence

- A. Send all contract correspondence to:
 - 1. City of Fullerton
 - 2. Public Works Department
 - 3. 1580 W Commonwealth Av, Fullerton CA 92833
 - 4. Street Superintendent, Dan Diaz
 - 5. DanD@CityofFullerton.com

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III. Total Annual Cost Form (24 Sweeps per Year) – City of Fullerton

- A. Day & Time = day of the week and the earliest start and latest end times
- B. *Monthly Sweeps* = 2
- C. Annual Sweeps = **24**
- D. Annual Curb Miles = Route Curb Miles x Annual Sweeps
- E. Per Route Rate = the fully-loaded costs to perform the Scope of Services requirements as modified by this schedule for each Route
- F. Total Annual Cost = Annual Curb Miles x Per Route Rate (C x D)

A	B	C	D	E	F
RTE#	Day & Time Per Routes-Detail	Route Curb Miles	Annual Curb Miles	Per Route Rate	Total Annual Cost (C x D)
1	Monday	136	3,264	\$	\$
2	Tuesday	157	3,768	\$	\$
3	Wednesday	141	3,384	\$	\$
4	Thursday	133	3,192	\$	\$
5	Friday	129	3,096	\$	\$
Totals for all above routes			16,704		\$

Annual Per Curb Mile Cost (Annual Per Curb Mile Cost = Total Annual Cost / Annual Curb Miles)	\$
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IV. Total Annual Cost Form (52 Sweeps per Year) – City of Fullerton

- A. Day & Time = day of the week and the earliest start and latest end times
- B. *Weekly Sweeps* = 1
- C. Annual Sweeps = **52**
- D. Annual Curb Miles = Route Curb Miles x Annual Sweeps
- E. Per Route Rate = the fully-loaded costs to perform the Scope of Services requirements as modified by this schedule for each Route
- F. Total Annual Cost = Annual Curb Miles x Per Route Rate (C x D)

A	B	C	D	E	F
RTE#	Day & Time Per Routes-Detail	Route Curb Miles	Annual Curb Miles	Per Route Rate	Total Annual Cost (C x D)
1	Monday	136	7,072	\$	\$
2	Tuesday	157	8,164	\$	\$
3	Wednesday	141	7,332	\$	\$
4	Thursday	133	6,916	\$	\$
5	Friday	129	6,708	\$	\$
Totals for all above routes			36,192		\$

<p>Annual Per Curb Mile Cost (Annual Per Curb Mile Cost = Total Annual Cost / Annual Curb Miles)</p>	\$
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V. Unit Price Form for Additional Sweeps – City of Fullerton

- A. Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.
- B. Contractor is advised that the unit prices may enter into the determination of the contract award. Unit prices listed below refer to all services and include all Cost Components per Exhibit B, III.A.
- C. The unit prices quoted by Contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
- D. All work shall be performed in accordance with all requirements herein.

Additional Sweeps	
Curb Mile Cost	\$
Scheduled Sweeps (new development, etc..) based on <u>24</u> Annual Sweeps	
Curb Mile Cost	\$
Scheduled Sweeps (new development, etc..) based on <u>52</u> Annual Sweeps	
Curb Mile Cost	\$
Special Sweeps (special events, emergencies, etc.)	

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VI. Unit Price Form for Optional Camera – City of Fullerton

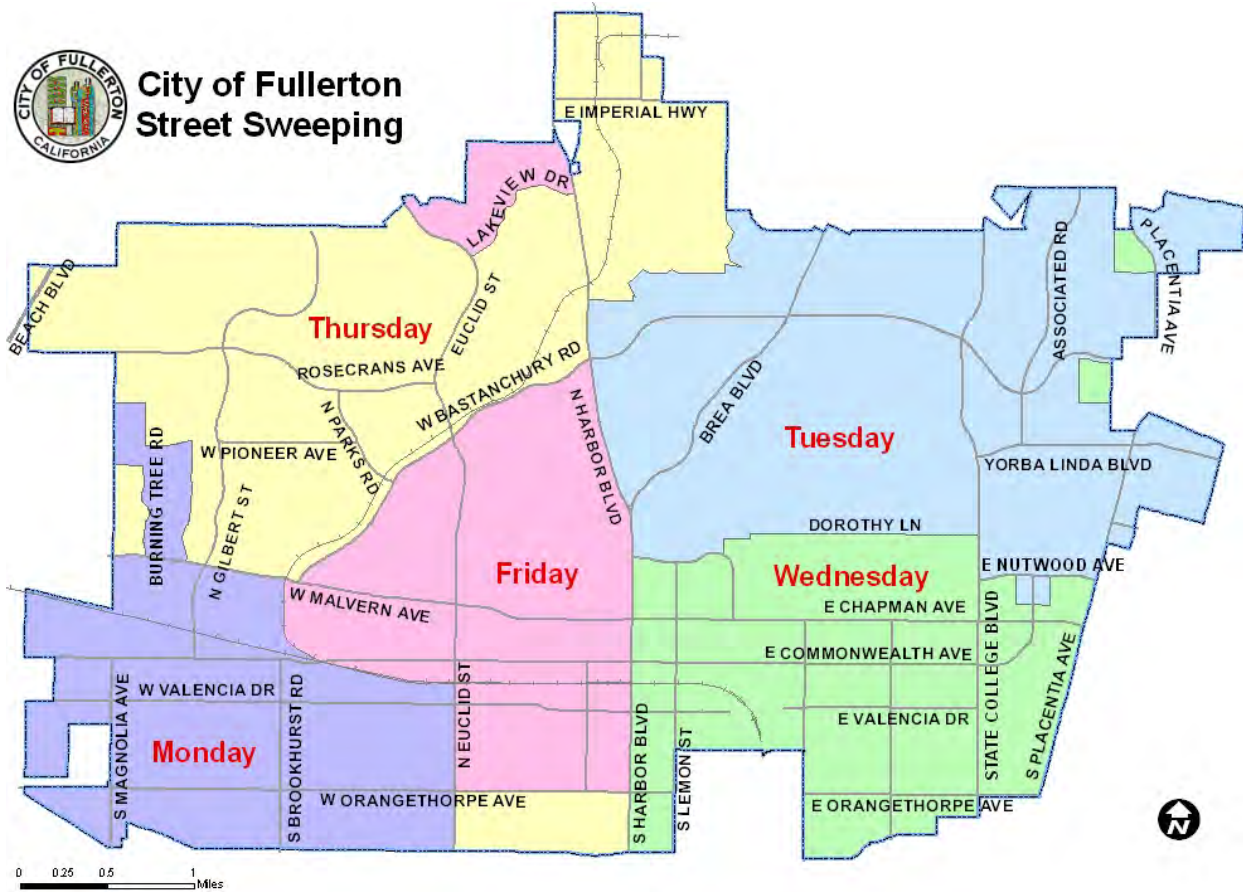
- A. Contractor agrees to mount cameras per Specific Terms and Conditions, II. Equipment, B. Optional Equipment should the City elect this option.
- B. Provide the fully-loaded one-time costs to furnish and install the camera equipment for all sweepers used for these routes.
- C. Provide the per Curb Mile Costs to maintain the equipment and transmit images.

Optional Camera Equipment	
<p>One-Time Cost Furnish and Install the Camera Equipment</p>	<p>\$</p>
<p>Curb Mile Cost Maintain the Camera Equipment and Transmit Images</p>	<p>\$</p>

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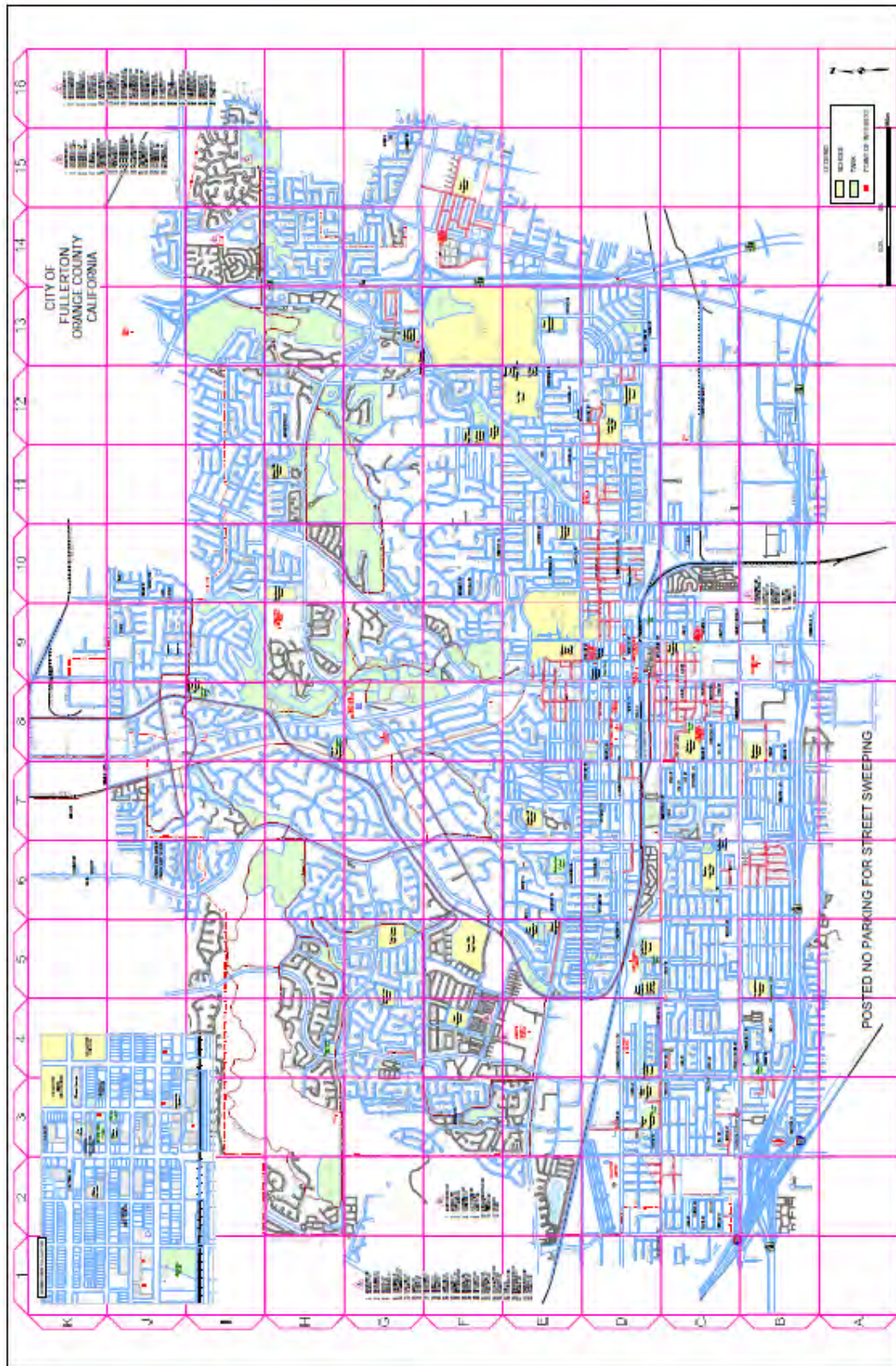
VII. Detailed Maps-Fullerton

A. Weekly Street Sweeping Routes (1 map)



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VIII. No Parking-Fullerton



IX. Routes-Detail-Fullerton

Route 1				
Day	Arterials	Residential	Posted	Cleaning Vehicle
Monday	3:30 am - 6:00 am	6:00 am - 11:00 am		11:00 am - 12:00 pm
Tuesday	3:30 am - 6:00 am	6:00 am - 11:00 am		11:00 am - 12:00 pm
Wednesday	3:30 am - 6:00 am	6:00 am - 11:00 am		11:00 am - 12:00 pm
Thursday	4:00 am - 6:00 am	6:00 am - 11:00 am	8:30 am - 9:00 am	
			12:00 pm - 12:15 pm	11:00 am - 12:00 pm
Friday	3:30 am - 6:00 am	6:00 am - 11:00 am		11:00 am - 12:00 pm
Route 2				
Day	Arterials	Residential	Posted	Cleaning Vehicle
Monday	5:00 am- 6:00 am	6:00 am-11:30 am	12:00 pm-1: 00 pm	1:00 pm- 1:30pm
Tuesday	3:30 am -6: 00 am	6:00 am - 8:30 am	8:30 am-9:00pm	
		9:00 am-11:00 am		11:00 am-12:00pm
Wednesday	3:30 am -6: 00 am	6:00 am-11:00 am		11:00 am-12:00pm
Thursday	3:30 am -6: 00 am	6:00 am-11:00 am		11:00 am-12:00pm
Friday	3:30 am -6: 00 am	6:00 am-11:00 am		11:00 am-12:00pm
Route 3				
Day	Arterials	Residential	Posted	Cleaning Vehicle
Monday	3:30 am -6:00 am	6:00 am-11:00 am		11:00 am-12:00pm
Tuesday	3:30 am -6:00 am	6:00 am-11:00 am		
Wednesday	3:30 am -6:00 am	6:00 am-11:00 am		11:00 am-12:00pm
Thursday	3:30 am -6:00 am	6:00 am-11:00 am		11:00 am-12:00pm
Friday	3:30 am -6:00 am	6:00 am-11:00 am		11:00 am-12:00pm
Route 4				
Day	Arterials	Residential	Posted	Cleaning Vehicle
Monday	3:30 am -8:00 am	10:00 am-11:30 am	8:00 am-10:00 am	11:30 am-12:00pm
Tuesday	4:30 am -6:00 am	6:00 am-8:00 am	8:00 am-10:00 am	
		10:00 am-12:00 pm	12:00 pm-1:00 pm	1:00 pm-1:30 pm
Wednesday	6:00 am -8:00 am	10:00 am-11:00 am	8:00 am-10:00 am	
			12:00 pm-2:00 pm	2:00 pm-2:30pm
Thursday		3:30 pm-11:30 pm		11:30 am-12:00 pm
Friday	4:00 am-8:00 am	11:00 am-12:00 pm	8:00 am-11:00 am	
			12:00 pm-12:30 pm	no time to clean

End of Fullerton Schedule

City of Placentia Schedule**I. Deviations from the above Terms, Conditions, Scope of Services**

- A. Change Exhibit B: Term and Compensation, III. Pricing Terms and Conditions, C. Price Changes to read “None Allowed.”

II. Contract Correspondence

- A. Send all contract correspondence to
 - 1. City of Placentia
 - 2. Public Works Department
 - 3. 401 E Chapman Ave Placentia, CA 92870
 - 4. Public Works Superintendent, Joel Cardenas
 - 5. JCardenas@Placentia.org
 - 6. (714) 993-8120

Continued on Next Page

III. Total Annual Cost Form (24 Sweeps per Year) – City of Placentia

- A. Day & Time = day of the week and the earliest start and latest end times
- B. Monthly Sweeps = 2
- C. Annual Sweeps = **24**
- D. Annual Curb Miles = Route Curb Miles x Annual Sweeps
- E. Per Route Rate = the fully-loaded costs to perform the Scope of Services requirements as modified by this schedule for each Route
- F. Total Annual Cost = Annual Curb Miles x Per Route Rate (C x D)

A	B	C	D	E	F
RTE#	Day & Time	Route Curb Miles	Annual Curb Miles	Per Route Rate	Total Annual Cost (C x D)
1	1 st and 3 rd Monday 7:30 am-4 pm	30.50	732	\$	\$
2	1 st and 3 rd Tuesday 7:30 am-12pm	41.60	998.4	\$	\$
3	1 st and 3 rd Wednesday 12 pm-4 pm	51.70	1,240.8	\$	\$
4	1 st and 3 rd Thursday 7:30 am-4 pm	22.60	542.4	\$	\$
5	2 nd and 4 th Monday 7:30 am-4 PM	31.60	754.4	\$	\$
6	2 nd and 4 th Tuesday 7:30 am-4 pm	52.70	1,264.8	\$	\$
7	2 nd and 4 th Wednesday 12 pm-4 pm	51.60	1,238.4	\$	\$
8	2 nd and 4 th Thursday 7:30 am-4 pm	31.50	756	\$	\$
9	Route 9 Arterial Streets Wednesday; 2:00-6:00am	51.70	1,240.8	\$	\$
Totals for all above routes			8,772		\$

Annual Per Curb Mile Cost (Annual Per Curb Mile Cost = Total Annual Cost / Annual Curb Miles)	\$
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Continued on Next Page

IV. Unit Price Form for Additional Sweeps – City of Placentia

- A. Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.
- B. Contractor is advised that the unit prices may enter into the determination of the contract award. Unit prices listed below refer to all services and include all Cost Components per Exhibit B, III.A.
- C. The unit prices quoted by Contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
- D. All work shall be performed in accordance with all requirements herein.

Additional Sweeps	
Curb Mile Cost	\$
Scheduled Sweeps (new development, etc..) based on 24 Annual Sweeps	
Curb Mile Cost	\$
Special Sweeps (special events, emergencies)	

Continued on Next Page

V. Unit Price Form for Optional Camera – City of Placentia

- A. Contractor agrees to mount cameras per Specific Terms and Conditions, II. Equipment, B. Optional Equipment should the City elect this option.
- B. Provide the fully-loaded one-time costs to furnish and install the camera equipment for all sweepers used for these routes.
- C. Provide the per Curb Mile Costs to maintain the equipment and transmit images.

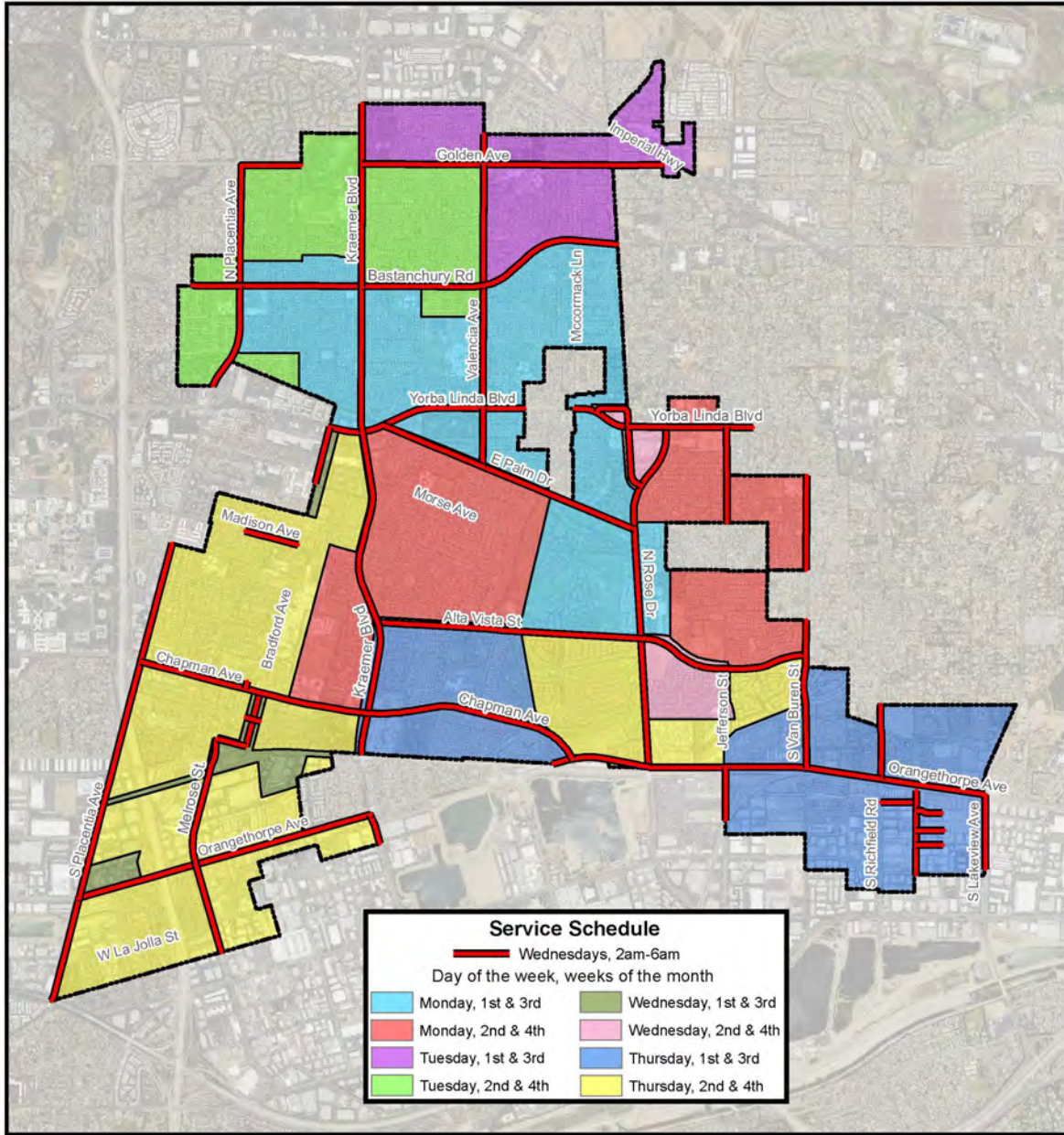
Optional Camera Equipment	
<p>One-Time Cost Furnish and Install the Camera Equipment</p>	<p>\$</p>
<p>Curb Mile Cost Maintain the Camera Equipment and Transmit Images</p>	<p>\$</p>

Continued on Next Page

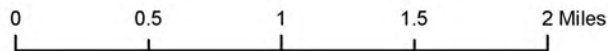
Detailed Maps- Placentia

Weekly Street Sweeping Routes (1 map)

Placentia Street Sweeping Schedule



City of Placentia



End of Placentia Schedule

Response Template

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. **Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
- C. Nearest office to each City from which the contract will be managed.
- D. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
- E. Names and titles of the principal owner(s).
- F. Person(s) authorized to make commitments for your company.
- G. Company history, experience, years in business for current company name.
- H. Annual company revenues for the last three fiscal years.
- I. Tax ID number.
- J. The complete scope of services offered by your company.
- K. The number of clients (including governmental) served in past and present.

- L. Special qualifications, training, credentials, recognition, or awards.
- M. Contracts terminated for cause, pending litigation or legal issues.

II. Background and Related Experience

- A. Recent, directly related public agency experience.
- B. Services provided.

III. Supplemental Company Information (Optional)

- A. Supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal; information must be relevant to City's current or potential future needs

IV. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel.
- B. Qualifications of key management personnel.
- C. Amount of time and involvement of key management personnel who will be involved in respective portions of the project.
- D. Current number of employees: full-time and part-time employees.
- E. Annual turnover rate of staff.
- F. Names of any subcontractor's you propose to use for our contract. Provide only names here; fill in the details on City-provided Subcontractors List.
- G. Facilities that would be utilized to perform the required work.

- H. Equipment that would be utilized to perform the required work (year, make, model of regenerative sweeper).


V. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
- B. Reasonableness of your fee to do the work.
- C. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
- D. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?
- E. How quickly can you begin providing services if awarded the contract?

VI. Demonstrated and Technical Experience

Please describe your company's:

- A. Familiarity with each City, its communities and businesses.

- B. Demonstrated record of success on work previously performed.
- C. Specific method and techniques to be employed on the project or problem.
- D. Number of employees available.
- E. Any alternative to hand-sweeping for locations such as street ends and portions of parking lots.

VII. Management Plan

Please provide the following information about your company's management plan:

- A. Tracking method of street sweeping operations.

- B. Proposed response time for emergency calls.
- C. Training programs for equipment operations and safety.
- D. Experience and equipment necessary to perform the traffic control requirements.
- E. Customer service methods. i.e. residential notification method, dealing with complaints, communicating schedules to agencies.

VIII. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

- A. How you will schedule professional and staff to ensure deadlines are met?
- B. Response time to the urgent service requests.
- C. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.
- D. Other relevant information that you believe would benefit City for the requested services.
- E. State the business, operations, and yard locations
- F. Your current street-sweeping services, weekly, bi-weekly, hours

IX. Exceptions to Scope of Services, Specifications, Terms and Conditions

Please state any exceptions noting the page and paragraph number and the particular exception. Note that any exceptions not approved by City prior to proposal submission may be rejected and may cause the proposal to be rejected.

- A. State any exceptions to the Scope of Services (Services, Schedules, etc.)

B. State any exceptions to the Specifications (equipment, etc.)

C. State any exceptions to the Terms and Conditions

X. Price Adequacy

The undersigned, having carefully examined the specifications, terms and conditions contained herein, hereby proposes to furnish, in strict accordance with the specifications, the items listed in Cost Forms and that the prices are adequate to provide the specified materials, equipment and labor to perform the work as specified herein.

Submitted by:

Company Name

Contact Name

Title

Signature

Email

Phone

Date

AQMD RULE 1186.1**Rule 1186.1 - Less-Polluting Sweepers**

(Adopted August 18, 2000)(Amended June 4, 2004)
(Amended September 9, 2005)(Amended May 5, 2006)

RULE 1186.1. LESS-POLLUTING SWEEPERS**(a) Purpose**

To reduce air toxic and criteria pollutant emissions, this rule requires certain public and private sweeper fleet operators to acquire alternative-fuel or otherwise less-polluting sweepers when purchasing or leasing these vehicles for sweeping operations undertaken by or for governments or governmental agencies in the jurisdiction of the South Coast Air Quality Management District (District).

(b) Applicability

(1) This rule applies to any federal, state, county, city or governmental department or agency, any special district such as water, air, sanitation, transit, and school districts, or private individual firm, association, franchise, contractor, user or owner who provides sweeping services to a governmental agency that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, but excluding those vehicles exempt as defined by Rule 1191 paragraph (f)(1).

(2) Sweepers having a gross vehicle weight of 14,000 pounds or more are subject to this rule.

(c) Definitions

For purposes of this rule, the following definitions shall apply:

(1) **AFFECTED GOVERNMENTAL AGENCY** means any governmental agency in the District's jurisdiction that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, excluding those exempt as defined by Rule 1191 paragraph (f)(1).

(2) **ALTERNATIVE-FUEL SWEEPER** means a sweeper with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered alternative-fuel technologies for the purposes of this rule.

(3) **APPROVED CONTROL DEVICE(S)** is a California Air Resources Board (CARB)-certified exhaust control device(s) that reduces particulates and possibly other precursor emissions. To be considered fitted with approved control device(s), all diesel exhaust from the sweeper, including the auxiliary engine (if applicable) must

be vented through such a device(s) that have been certified by CARB at the time of vehicle purchase.

(4) FLEET OPERATOR is any federal, state, county, city, or governmental department or agency, any special district such as water, air, sanitation, transit, and school districts, or private individual firm, association, franchise, contractor, user or owner who provides sweeping services to a governmental agency that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, excluding those exempt as defined by Rule 1191 paragraph (f)(1).

(5) GOVERNMENTAL AGENCY include any federal, state, regional, county, city, or governmental department and agency, and any special district such as water, air, sanitation, transit, and school districts. See AFFECTED GOVERNMENTAL AGENCY.

(6) LOW-SULFUR DIESEL FUEL means diesel fuel that has a maximum sulfur content of 15 parts per million (ppm). The use of low-sulfur diesel fuel improves the performance of and may be necessary for the use of advanced exhaust control devices.

(7) PURCHASE OR LEASE means that a purchase or lease contract has been signed by both parties for a sweeper to be delivered within 1 year of the purchase or lease contract date, which is the date the contract is signed by both parties.

(8) SWEEPER means any heavy-duty vehicle with a gross vehicle weight of 14,000 pounds or more that is permitted to operate on public roads through California Department of Motor Vehicle registration or the federal government and used for the express purpose of removing material from paved surfaces, by mechanical means through the action of one or more brooms, or by suction through a vacuum or regenerative air system or any combination of the above.

(9) SWEEPING OPERATIONS means operations to remove material from paved surfaces using sweeper(s), as defined by this rule.

(d) Requirements

For Fleet Operators:

(1) Beginning July 1, 2002, a fleet operator shall meet the following conditions for each individual purchase or lease of a replacement or additional sweeper:

(A) Purchase or lease an alternative-fuel sweeper, OR

(B) Before July 1, 2008, if the fleet operator has an approved Technical Infeasibility Certification for this individual purchase or lease, as described in subdivision (e),

- (i) purchase or lease a non-alternative fueled sweeper with all applicable approved control device(s), and
- (ii) maintain the approved control device(s) per manufacturer's specifications, and
- (iii) if using diesel fuel, fuel the sweeper with low-sulfur diesel fuel only, and
- (iv) comply with Rule 1186 without invoking the exemption provision in Rule 1186 paragraph (i)(3), unless a demonstration is made to the Executive Officer that for solely technical reasons no certified sweeper, as defined in

Rule 1186 paragraph (c)(2), is commercially available.

For Affected Governmental Agencies Contracting for Sweeping Services:

- (2) Any affected governmental agency that signs a contract after July 1, 2002 for sweeping services must:
 - (A) Contract for sweeping services that use alternative-fuel sweeper(s),
 - OR
 - (B) Solicit bids for sweeping operations using alternative-fuel sweepers and if no bids are submitted:
 - (i) Contract for non-alternative fueled sweeper(s) and ensure that the sweeper(s) are only fueled with low-sulfur diesel and outfitted with approved control device(s) that are installed and maintained per the manufacturer's specifications, and
 - (ii) Contract for sweeper(s) that comply with Rule 1186 without invoking the exemption provision in Rule 1186 paragraph (i)(3), unless a demonstration is made to the Executive Officer that for solely technical reasons no certified sweeper, as defined in Rule 1186 paragraph (c)(2), is commercially available.
- (3) After January 1, 2003, any renewal or extension option of a contract is considered a new contract that must meet the requirements of paragraph (d)(2).
- (e) Technical Infeasibility Certification Criteria and Procedures
 - (1) Six months prior to the date of purchase or lease of a replacement or additional sweeper, any fleet operator seeking to comply with subdivision (d) without purchasing or leasing an alternate-fuel sweeper [i.e., opting to comply with paragraph (d)(2)], shall demonstrate the technical infeasibility of complying with paragraph (d)(1)

requirements by submitting a signed and dated Technical Infeasibility Certification Request to the Executive Officer and attest to the accuracy of all statements therein, that shall include:

- (A) the name and address of the fleet operator; and
- (B) current sweeper fleet composition, including make, model, and a complete description of the sweepers' dust suppression systems; and
- (C) demonstration that no alternative-fuel engine and chassis configuration is commercially available from any manufacturer for sweeping operations conducted by the fleet operator (only technical reasons for choosing a given chassis configuration are acceptable),

OR

- (D) demonstration that a fueling station for alternative-fuel sweepers commercially available from any manufacturer for sweeping operations conducted by the fleet operator is not available within five miles of the vehicle storage or maintenance yards.

(2) Within 90 calendar days of receipt of a completed Technical Infeasibility Certification Request submitted pursuant to paragraph (e)(1), the Executive Officer will either approve or disapprove the Request, in writing.

(3) The Executive Officer shall disapprove a Technical Infeasibility Certification Request if it does not meet the requirements of paragraph (e)(1). If a Technical Infeasibility Certification Request is disapproved by the Executive Officer:

- (A) The reasons for disapproval shall be given to the applicant in writing.
- (B) Upon receipt of a notice of a disapproved Technical Infeasibility Certification Request, the fleet operator shall comply with paragraph (d)(1).
- (C) The fleet operator may resubmit a Technical Infeasibility Certification Request at any time after receiving a disapproval notification, but must still comply with paragraph (d)(1) until such time as the Executive Officer approves a Technical Infeasibility Certification Request under paragraph (e)(1).

(4) A Technical Infeasibility Certification Request is subject to plan filing and evaluation fees as described in Rule 306.

(f) Exemptions

(1) The provisions of this rule shall not apply to fleets consisting of evaluation/test vehicles, provided by or operated by the vehicle manufacturer or manufacturer representative for testing or evaluation, exclusively.

(2) The provisions of subdivision (d) shall not apply to a sweeper purchase by a fleet operator that is solely dedicated to serving governmental agencies that are not subject to this rule, upon demonstration to and approval of the Executive Officer.

(g) Compliance Auditing and Enforcement

(1) At the request of the Executive Officer, the fleet operator shall provide the purchase, lease, or contract records for their sweepers to demonstrate compliance with subdivision (d).

(2) At the request of the Executive Officer, any fleet operator claiming an exemption under subdivision (f) shall supply proof that their sweeper or fleet is exempted from this rule.

(h) Severability

If any provision of this rule is held by judicial order to be invalid, or inapplicable to any person or circumstance, such order shall not affect the validity of the remainder of this rule, or the validity or applicability of such provision to other persons or circumstances. In the event any of the exceptions to this rule is held by judicial order to be invalid, the persons or circumstances covered by the exception shall instead be required to comply with the remainder of this rule.

AQMD Incentive Funding Programs

- Summary of Co-funding Sources
<http://www.aqmd.gov/tao/FleetRules/AFVFundingSources.htm>
- Mobile Source Emission Reduction Review Committee
<http://www.cleantransportationfunding.org/>
- Carl Moyer Memorial Program Incentives for Purchasing Lower-Emission Heavy-Duty Engines (ARB website)
<http://www.arb.ca.gov/msprog/moyer/moyer.htm>

Other Links for Finding Fueling Stations

<http://www.aqmd.gov/tao/FleetRules/Fuelguides.htm>

For more information on the fleet rules, call the FLEET RULE IMPLEMENTATION HOTLINE at (909) 396-3044 or e-mail fleetrules@aqmd.gov.

Source: <http://www.aqmd.gov/tao/FleetRules/1186.1Sweepers/index.htm>

General Terms & Conditions

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety (90) days.

ADDENDA ACKNOWLEDGMENT. Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

AFFIRMATIVE ACTION AND NON-DISCRIMINATION: If the total price exceeds \$50,000, the successful bidder must certify prior to award that they have a written affirmative action program and complies with all federal, state, and municipal laws and regulations pertaining to affirmative action and non-discrimination. Certification may be made on the provided Affirmative Action form.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, the successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all selection criteria set forth herein. The criteria are not listed in any order of preferences. An evaluation committee will be established by City. The committee will evaluate all proposals received in accordance with the selection criteria.

The evaluation committee reserves the right to contact and evaluate the Proposer's and (if applicable) subcontractor's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. **City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of City after all factors have been evaluated.**

Oral interviews may, at City's sole option, be conducted with responsible Proposers who submit proposals determined to be most likely to best meet the needs of City. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Unless otherwise indicated, revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, City will not disclose information derived from proposals submitted by competing Proposers.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms and the approval of the City Council. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with another Proposer or withdraw the RFP.

In the event City Council does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.

ADDITION/DELETION OF SERVICES. City reserves the right to add and/or delete services to be provided for in the contract. Should a service requirement be deleted, payment to the Successful Proposer will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additions shall be in accordance with this Request for Proposal and Proposer's response thereto.

AWARD SELECTION PROCESS. Selection of qualified Proposers will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; product offering; experience and expertise with public agencies and similar types of efforts; references and costs. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated. Interviews will be held only with the most qualified respondents. The recommended proposals and resulting Agreement will be submitted to City Council for award approval. The Proposer selected will enter into a contract with City.

BUSINESS LICENSES. Any person, including but not limited to, an individual, corporation, or sole proprietor who wishes to conduct any business within City, must secure a business license. City law states that no person shall engage in business or transact and carry on a business, trade, profession, calling or occupation without first having procured a license from City to do so, or without complying with any and all applicable provisions of City Ordinance relating to business license. A City business license must be provided when awarded a contract, prior to commencing services or selling merchandise to City.

CANCELLATION OF SOLICITATION. City may cancel this solicitation at any time, without obligation.

COMPLIANCE WITH LAWS. The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, State Division of Industrial Safety, and City regulations. Contractor shall conform to the Immigration Reform and Control Act of 1986, as amended, including, but not limited to, the verification of the employment eligibility of Contractor's employees working in City, and the Workers Compensation laws of the State of California. Nothing in any resultant contract shall be construed to relieve Contractor from compliance with applicable laws whether municipal, county, state or federal.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, scope of work, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the

solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which City may rely that the Proposer has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Proposer to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

DEFINITION OF TERMS. For this RFP, the following definitions will be used:

- A. **Contractor.** Awarded *Proposer, Bidder, or Supplier, Vendor.*
- B. **Evaluation Committee.** A committee or review board established by City to review, evaluate, and score the proposals, and to recommend award to the Proposer that submitted the proposal determined by the committee to be in the best interest of City.
- C. **May.** Indicates something that is not mandatory but permissible.
- D. **Must/Shall.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and may not be considered for award.
- E. **Proposer.** Person or firm making the offer. May be used interchangeably with the word *Bidder, or Supplier, Vendor.*
- F. **Proposal.** The offer presented by the Proposer.
- G. **RFP.** Acronym for Request for Proposals.
- H. **Should.** Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- I. **Submission Deadline.** Date and time on or before all proposals must be submitted.
- J. **Successful Proposer.** Person, contractor, or firm to whom award is made.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submission Deadline may render a proposal non-responsive. **The documents that must be returned by the Submission Deadline are indicated on the specific Request for Proposal Documents.**

EXECUTION OF CONTRACT. Time is of the essence of this contract. The Successful Proposer will be expected to execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after City executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, City may, at its option, consider that the Proposer has abandoned the contract. After the contract has been executed, including the insurance documents, certificates, and any applicable bonds, notice to proceed will be issued. Unless otherwise specified, Proposer agrees to commence work within ten (10) working days after the date of the notice to proceed and fully complete the project within the time specified in the contract.

FIRM PRICE PERIOD. Unless specified otherwise herein, Proposers' offer shall remain valid and firm for a period of not less than ninety (90) calendar days from the Submission Deadline.

HOLD HARMLESS AND INDEMNIFICATION. The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

INDEPENDENT CONTRACTOR. Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.

INFORMED PROPOSER. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar days of award of contract, Successful Proposer must furnish City with the Certificates of Insurance proving coverage as specified in the specifications and naming City, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed may result breach of the contract. Unless different requirements are called out elsewhere in the RFP, City's general insurance requirements are:

I. Existing Coverage

A. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

II. Coverage Requirements

A. The following coverages will be provided by CONTRACTOR and maintained on behalf of CITY and in accordance with the requirements set forth herein:

1. Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or similar. Total limits shall be not less than two million dollars (\$2,000,000) per occurrence for all coverage and two million dollars (\$2,000,000) general aggregate.
2. CITY and its officers, agents and employees shall be named as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or similar.
3. General and Auto Liability Insurance Coverage shall be provided on a "per occurrence" basis and shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to CITY or any employee or agent of CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy.
4. Coverage shall be in the following form as to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.
5. Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 or similar including symbol 1 (Any Auto). Limits shall be no less than one million dollars (\$1,000,000) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.
6. Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise

agreed, this policy shall be endorsed to waive any right of subrogation as respects the CITY, its officers, agents or employees.

7. Professional Errors and Omissions Liability shall be no less than two million dollars (\$2,000,000) per occurrence for all coverage and two million dollars (\$2,000,000) general aggregate. Coverage shall be provided on a "per occurrence" basis and shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to CITY or any employee or agent of CITY. Such policy may be subject to a deductible or retention in an amount acceptable to CITY. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY's behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period.

If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard "notice of circumstances" provision.

B. Additional insurance requirements:

1. This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

2. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

3. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the CITY or its operations limits the application of each insurance coverage.

4. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5. For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking

any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

6. All general and auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers, or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against CITY and will provide endorsements as requested.

7. Unless otherwise approved by CITY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A VII."

8. In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, CITY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

9. CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to CITY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability, umbrella liability, and automobile liability policies (if any) using ISO form CG 20 10 11 85 or similar. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regarding to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to CITY upon request.

10. CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverage.

11. Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

12. CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts

to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of CITY, will reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of CITY will be submitted to CITY for review. Failure of CITY to request copies of such agreement will not impose any liability on CITY, its officers, agents, or employees.

13. If CONTRACTOR is a Limited Liability Company (LLC), general liability coverage must be amended so that the LLC and its managers, affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

14. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR that includes CITY as a defendant. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

INTERPRETATION OF CONTRACT DOCUMENTS; ADDENDA. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to City a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered to City by mail, email, or by facsimile to the person identified herein at least ten (10) days before the Submission Deadline. The requesting party is responsible for prompt delivery of any requests. When City considers interpretations necessary, interpretations will be in the form of a written addendum to the contract documents, and will be e-mailed or faxed to all parties recorded by City as having received contract documents, or posted on City's website at <https://www.publicpurchase.com/gems/login/login?&dst> for all Proposers to reference. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer to ensure City has their correct business name, address, phone number, and e-mail on file. Any prospective Proposer who obtained a set of contract documents from anyone other than City is responsible for advising City that they have a set of contract documents and wish to receive subsequent Addenda.

MINORITY-OWNED BUSINESSES. City encourages minority-owned business firms to submit proposals. Certification may be made on the provided Minority-Owned Business form.

NOMENCLATURES. The terms Successful Proposer, Successful Contractor, Contractor, Supplier and/or Vendor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom City enters into a contract because of this solicitation.

NONDISCLOSURE. Until such time that City Council awards the contract, the Proposer agrees that its proposal shall not be made available to any individual or organization without the prior written approval of City. The master copy of each proposal shall be

retained for official files and will become public record after the award of a contract, unless City determines, in its sole discretion, that the proposal or specific parts of the proposal are exempt from disclosure under California law.

NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See enclosed Affidavit.

OFFERS OF MORE THAN ONE PRICE. Unless otherwise specified within these RFP documents, Proposers are NOT allowed to submit more than one proposal.

OPENING OF PROPOSALS. City reserves the right to postpone the Submission Deadline and opening of proposals any time before the date and time announced in the Request For Proposals or subsequent addenda.

PAYMENT TERMS. Unless otherwise specified within these RFP documents, City will make payments net 30 days after receipt of an accurate invoice, verification of services provided, and any required reports. Early payment discounts will be taken if available.

PRE-PROPOSAL CONFERENCE. When applicable, a pre-proposal conference may be scheduled to allow Proposer's to view the jobsite and/or ask questions concerning the specifications or proposal content. If a pre-proposal conference is to be held, the date, time, and location will be indicated on the RFP documents, and the conference will be designated to be either optional or mandatory. Proposals will not be considered from suppliers who failed to attend a mandatory pre-proposal conference.

PRICE DISCREPANCIES. In the event that there are unit price items in a proposal schedule and the "amount" indicated for the extended price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the extended price amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

PRICES. All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative. Proposal prices shall include everything necessary for the completion and fulfillment of the contract in accordance with the contract documents, except as may be provided otherwise in the contract documents. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Proposer shall furnish a price for all proposal items in the schedule, and failure to do so may render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

PROPOSAL FORMS. Proposals must be submitted on the forms supplied, or in the format requested, by the Purchasing Division.

PROPOSAL CONTENT. Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information with his proposal. **The proposal must be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work, and must be presented in the same order.** Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals must include all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements (if applicable), and the Proposer's standard contract language.

PROPOSAL COSTS. City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by City.

PROPOSAL DEADLINE. Proposals may be submitted any time before the Submission Deadline. Proposals that do not arrive by the Submission Deadline will be late and will not be opened or considered. Deliveries made before the Submission Deadline but to the wrong City office will be considered non-responsive unless re-delivery is made to the office specified before the Submission Deadline.

PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by City must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submission Deadline.

PROPOSAL OPENING AND RESULTS.

- A. **Electronic Proposals.** When electronic Proposals are required, then Proposals will be opened after the Submission Deadline. Only the names of Proposers submitting proposals will be made known publically after the Proposals have been opened. The names of those Proposers may be obtained online at www.CityofBrea.net/Purchasing eProcurement Portal.
- B. **Hard Copy Proposals.** When hard copies of Proposals are required, then Proposals will be opened after the Submission Deadline at a public opening. Only the names of the Proposers submitting proposals will be announced

at the public opening. A list of the names of Proposers who submitted proposals may be obtained within a reasonable time after the public opening.

- C. Results will not be available through verbal, email, or facsimile, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.
- D. After an award is made, proposals received will become public record, and made available upon request to City Clerk.

PROPOSAL SUBMISSION.

- A. **Electronic Proposals.** When electronic Proposals are required, then Proposals must be submitted electronically through www.CityofBrea.net/Purchasing eProcurement Portal; hard copies will not be accepted.
- B. **Hard Copy Proposals.** When hard copies of Proposals are required, then Proposals must be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submission Deadline. City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
 - 1. Copies. If one original and the requested number of copies must be submitted on or before the Submission Deadline. Proposers shall submit one (1) original proposal marked "MASTER" and the requested number of identical copies, clearly marked "COPY". Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.
 - 2. Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", City reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, Proposer's proposal may be rejected at the discretion of City. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected.
- C. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

PROPOSER IS SOLE POINT OF CONTACT. The Successful Proposer will be the sole point of contact. City will look solely to the Successful Proposer for the performance of all contractual obligations that may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.

PROPOSER'S BACKGROUND. Proposer must provide a company profile. Information required is shown on the enclosed Request for Proposal. If so requested, Proposer must

include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. City reserves the right to reject any proposal based upon the Proposer's prior history with City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

PROPOSER'S REFERENCES. Proposers may be required to provide references from similar projects performed for any local government clients. Information required is shown on the enclosed Request for Proposal.

QUALIFICATION OF PROPOSERS. Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Proposer's experience shall be set forth and submitted in the Proposal. It is the intention of City to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, City will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the Successful Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered and/or specified in the contract documents.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, seven (7) calendar days before the Submission Deadline unless otherwise specified herein. When electronic Proposals are required, then questions must be submitted electronically through www.CityofBrea.net/Purchasing eProcurement Portal. When hard copies of Proposals are required, then questions must be submitted either by email, facsimile, or mail to the person named and at the address shown in the in the RFP documents. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by City will be in writing to all known proposal holders.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. City reserves the right to reject any or all proposals, or any part of a proposal. City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for City or any other governmental agency. City expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due City.

SIGNATURES. An individual who is authorized to bind the Proposer must sign the proposal.

SPECIAL PROVISIONS ATTACHMENT. The special provisions attachment contains requirements that are hereby incorporated into this request for proposal and will become binding contract documents. Please enclose the signed special provisions form and any affidavits, bonds or other required documents with your proposal.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited to* the Request For Proposals, Instructions To Proposers, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form(s), Special Provisions, Proposed Equipment & Material Manufacturers form, Experience Statement, Subcontractor's List, and Insurance Certificates.

SUBCONTRACTOR'S COMPETENCY. In the event subcontractors are allowed, the Successful Proposer will be required to establish to the satisfaction of City the competency, reliability and responsibility of the subcontractors proposed to furnish or perform 10 % or more of the work described in the contract documents. Before the award of the contract, City will notify the Proposer in writing if, after due investigation, City has reasonable objection to any proposed subcontractor. If City has reasonable objection to any subcontractor the Proposer shall submit an acceptable substitute person or City. Persons and entities proposed by the Proposer to be used as subcontractors, and to whom City has made no reasonable objection, must be used on the work for which they were proposed and shall not be changed except with the written consent of City.

TAXES. Successful Proposer shall pay all federal, state and taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless City from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for said taxes.

TERMS OF THE OFFER. City reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from City of the facts relating to the proposal.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by the Purchasing Agent before the Proposal Submission Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety (90) days from the date of opening, unless a different time limit is identified in the specifications or Instructions to Proposers for this solicitation. At no time may the successful Proposer(s) withdraw his Proposal.

-- End of General Terms and Conditions --

**Bid RFP #180517-A - Street Sweeping Services
Addendum #1 - Addendum**Information Deleted: ~~Deleted~~Information Added: ~~Added~~

Bid Type **RFP**
Bid Number **180517-A**
Title **Street Sweeping Services**
Start Date **May 17, 2018 2:13:21 PM PDT**
End Date ~~Jun 28~~ **Jul 9, 2018 5:00:00 PM PDT**
Agency **City of Brea**
Bid Contact **Neil H Groom**
(714) 990-7708
NeilG@CityofBrea.net
1 Civic Center Circle
Brea, CA 92821

Description**SYNOPSIS****Disclaimer**

1. This Synopsis is provided to give the prospective Offeror an abbreviated overview of this request for proposals (RFP).
2. The RFP and its specifications, scope of work, terms and conditions, attachments, and forms shall govern should there be any conflict with this Synopsis.

Overview

1. City of Brea (Brea), as lead agency, is requesting proposals from qualified contractors for Street Sweeping Services on a weekly or twice-monthly basis for the cities of Brea, Placentia, and Fullerton (Cities) per the RFP specifications, terms and conditions.
2. See the RFP Overview section for additional details.

Proposer Qualifications

1. Proposers must be capable of providing the services according to the RFP requirements within the stated performance times.
2. See the RFP Proposer Qualifications section for additional details.

Specifications

1. Special Terms and Conditions, Scope of Services, Term and Compensation, ARMD Rule 1186.1, and General Terms & Conditions embody the core requirements.
2. Each City has its own separate schedule regarding any deviations from the standard Terms, Conditions, Scope of Services; number of sweeps desired per year; route days and time, locations, mileage; and pricing forms with option for mounted cameras.
3. See the RFP for additional details.

Timelines

Procurement and Estimated Start of Service

All times are 5:00pm unless stated otherwise

- | | | |
|-------------------------------------|---|---|
| 1. Thu, May 17, 2018 | Solicitation issue date | |
| 2. Thu, May 31, 2018 | Deadline to submit Pre-Offer Conference questions | |
| 3. Thu, Jun 07, 2018 | Pre-Offer Conference (optional highly recommended; 10:00am to 12noon) | |
| 4. Tue, Jun 12, 2018 | Question Deadline | |
| 5. Thu, Jun 14, 2018 | Final addendum issued | Thu, Jun 28(planned) |
| 6. Mon, Jul 09, 2018 | Offer due date | |
| 7. Thu Mon, Jul 05, 2018 | 2018 Evaluation | 2018 Evaluation of Offers completed |
| 8. Thu Mon, Jul 12, 2018 | 2018 Best | 2018 Best and Final Offers due (if requested by Cities) |
| 9. Thu Mon, Jul 19, 2018 | 2018 Selection | 2018 Selection of Contractor & Contract Preparation |
| 10. Tue, Aug 21, 2018 | Contract Award(s) (estimated) | |
| 11. Mon, Oct 01, 2018 | Start To be determined | Start of Service (estimated; each City may vary). |

Renewal Terms

1. Term is for a ~~one~~ seven-year period a base period ~~with up to six one year~~ and optional renewals.
2. See RFP Term of Contract for additional details.

Quantities

1. Quantities are annual estimates based on route miles and chosen frequency of service (24 or 50/52 sweeps per year).
2. Future year quantities may vary due to changes in frequency, routes, and miles.
3. Cities do not imply or make any commitment to any specific quantity.
4. See RFP Quantities for additional details.

Price

1. The Per Route Rates and Per Curb Mile Costs must include everything necessary to perform all the requirements of the RFP.
2. The Optional Camera Equipment Furnish and Install One-Time Costs and the Optional Camera Equipment Maintenance Curb Mile Costs must include everything necessary to provide and maintain the camera equipment for each sweeper used in the routes. Cities may opt to purchase the Optional Items in the future.
3. Government-Mandated Taxes and Fees: include costs.
4. Additional Charges: none allowed.
5. Provide pricing for all items; Cities may opt to purchase the Optional Items in the future.
6. See the RFP Term and Compensation section for additional details.

Offer Submittal Requirements

All documents below are required.

1. Executive Summary
2. Response Template*
3. Proposal Cost Forms* (annual and unit price for each City)
4. Non-Collusion Affidavit*
5. Client Reference List*
6. Statement of Compliance (Terms and Conditions, Scope of Work)*
7. Statement of Compliance (AQMD Regulations)*
8. Affirmative Action (if over \$50,000)*
9. Minority-Owned Business (if applicable)*
10. Offer Form*
11. Samples of work, queries, reports, and forms
12. Samples of ongoing support and services agreements
13. See the RFP Proposal Format and Content section for additional details.

* These forms are provided in the Submittal Forms section.

The Special Provisions Attachment and Form is omitted from this RFP.

Acknowledgement

Proposer acknowledges that it has the authority to submit an offer on behalf of the entity and to bind the entity to all requirements of the RFP Terms & Conditions, Specifications; and offers and agrees to those requirements at the prices set forth in its offer.

Pre-Bid Conference

Date: Jun 7, 2018 10:00:00 AM PDT
 Location: City of Brea, 3rd Floor, Executive Conference Room, 1 Civic Center Circle, Brea, California 92821
 Notes:

**Optional Pre-Offer Conference Instructions
 While this is an optional Pre-Offer Conference, it is highly recommended.**



1. Review entire Solicitation package before attending conference.
2. Formulate and submit your questions online before the conference and bring those questions with you to the conference. Cite the page number, section, and paragraph number for quick reference.
3. Arrive early. Check-in begins at 9:45 am. The conference is on Thu, Jun 07, 2018, at 10:00 am. It is expected to last about 90-minutes; however, allow more time depending on the questions posed and answered.
4. Be aware this is an open meeting; any information conveyed is NOT confidential.
5. Be aware that information exchanged during the conference does not alter any of the Solicitation requirements; only a duly authorized written addendum posted to this Solicitation will alter its requirements. Transcripts will not be made of the conversations and minutes will not be provided.
6. Note that Cities will not accept additional questions after the dismissal has begun; rather, you will need to submit any additional questions through the Q&A tab for this Solicitation no later than June 12, 2018 at www.CityofBrea.net/Purchasing.

No Attachments

Items

Code	Item	Qty	Unit	Brand
1	City of Brea-Total Annual Costs (24 Sweeps Per Year)	1	Lot	

Code	Item	Qty	Unit	Brand
	Enter the total from the City of Brea Schedule III.			
2	City of Brea-Total Annual Costs (52 Sweeps Per Year)	1	Lot	
	Enter the total from the City of Brea Schedule IV.			
3	City of Brea-One-Time Costs (Optional Camera)	1	Lot	
	Enter the One-Time Costs to Furnish and Install Camera Equipment from the City of Brea Schedule VI.			
4	City of Fullerton-Total Annual Costs (24 Sweeps Per Yea	1	Lot	
	Enter the total from the City of Fullerton Schedule III.			
5	City of Fullerton-Total Annual Costs (52 Sweeps Per Yea	1	Lot	
	Enter the total from the City of Fullerton Schedule IV.			
6	City of Fullerton-One-Time Costs (Optional Camera)	1	Lot	
	Enter the One-Time Costs to Furnish and Install Camera Equipment from the City of Fullerton Schedule VI.			
7	City of Placentia-Total Annual Costs (24 Sweeps Per Yea	1	Lot	
	Enter the total from the City of Placentia Schedule III.			
8	City of Placentia-One-Time Costs (Optional Camera)	1	Lot	
	Enter the One-Time Costs to Furnish and Install Camera Equipment from the City of Placentia Schedule V.			

Documents		
Name	Posting Date	Acceptance
 180517-A-Street Sweeping Services-RFP.docx	May 17, 2018 10:32:30 AM PDT	Yes
 180517-A-Street Sweeping Services-Forms.docx	May 17, 2018 10:32:36 AM PDT	Yes

[Return to Bid](#)



June 28, 2018

**RFP #180517-A - Street Sweeping Services
ADDENDUM #2**

The following addendum is issued to clarify the following:

- **Yellow** highlight = change; **Blue** font = addition; **Green** font = revision).
- The below questions and answers are from the June 7, 2018 Pre-Offer Conference.
- **Due dates and times for proposals remain 5:00pm, July 9, 2018.**
- Appendices are numbered corresponding to Question # with a B, F, or P for each City.
- Revised price sheets have been attached separately. Brea's mileage was corrected for Wednesdays and the 52 week Sweeps per Year for Brea has changed to 50 weeks.

1. *What are the parking lot locations that require sweeping? When are the parking lots to be swept? Please provide details and maps.*

Placentia = See Appendix 1P.

Fullerton = See Appendix 1F.

Brea = See Appendix 1B.

2. *Are there any of the multi-level parking lots that require sweeping?*

No.

3. *Is Contractor required to sweep City Yards?*

Placentia = Y

Fullerton = N

Brea = N

4. *Can Contractor stage and store equipment at City Yards?*

Placentia = Y

Fullerton = Y

Brea = Y

5. *Can Contractor fuel sweepers at the City Yards?*

Placentia = Yes (CNG via Trillium next to City Yard). Placentia's CNG station is managed through a lease agreement with Trillium.

Fullerton = Y, CNG stations open to public. Vendor just has to swipe credit card to fuel. Current rate is 2.19/GGE.

Brea = Y, only for older propane-powered equipment; N, if new CNG-powered equipment is provided.

6. *Can Contractor dump loads at the City Yards?*

Placentia = N, unable to accommodate trash from street sweeper at its City Yard.

Fullerton = Y, no additional charge to Contractor.

Brea = Y, no additional charge to Contractor.



7. *Can Contractor use a wash bays at City Yards?*

Placentia = Y, no additional charge to Contractor.

Fullerton = Y, no additional charge to Contractor, but Fullerton will need to track water usage. Streets staff will continue to maintain wash bays.

Brea = Y, no additional charge to Contractor.

8. *How many sweepers are currently being utilized and what is the street sweeping frequency?*

Placentia = 1 ea 2x per mo.

Fullerton = 4 ea 1x per wk.

Brea = 2 ea 1x per wk (2x per week at Valencia: Imperial to Santa Fe; Imperial: Saturn & La Foresta).

9. *Please provide land use maps.*

Placentia = See Appendix 9P.

Fullerton = See Appendix 9F.

Brea = See Appendix 9B.

10. *How many events does each city hold each year?*

Placentia = 2 to 3 events per year. Placentia will reduce total “free miles” for Inclement Weather and/or Special Events to 100 miles.

Fullerton = 2 to 3 events per year. Fullerton will reduce total “free miles” for Inclement Weather and/or Special Events to 100 miles

Brea = 4 to 5 events per year. Brea will reduce total “free miles” for Inclement Weather and/or Special Events to 100 miles.

The number of events does no limit cities use of “free” miles.

Paragraph #1 of Exhibit A, IV, C.1. Inclement Weather has been deleted and the remaining paragraphs renumbered.

Paragraph #1 of Exhibit A, IV, D.1. Special Events has been changed to read:

D. Free Sweeps

1. Perform up to 100 curb miles of free sweeps for each contract year for each City at their request for Inclement Weather Sweeps and Special Events Sweeps. These sweeps are not re-sweeps of an area not done properly, but rather additional sweeps are not part of the regular schedule.

11. *What times are the school zone restrictions for each of the cities?*

Placentia = 5am to 7am.

Fullerton = No school zone restrictions; follow route schedule.

Brea = 5am to 7am. Laurel School zone is swept at 6am on Thursdays. Mariposa School zone is swept at 11:30am on Mondays.



12. *What times are the Down Town restrictions for each of the cities?*

Placentia = Old Town to be swept 5 am to 6 am

Fullerton = No restrictions- mixed use zone, but best after 3am.

Brea = 8am to 10am per schedule.

13. *Do the cities provide parking enforcement for no parking on street sweeping days?*

Placentia = Y

Fullerton = N

Brea = Y

Each city requires that sweepers keep rolling.

14. *Do the cities provide water? If so, how?*

Please see the RFP, page 8, paragraph V. Water, which states that water is available from City fire hydrants via a City-issued water meter, a deposit is required for the water meters, and payment is required for use of City water.

Placentia does not operate a water utility service. Water will need to be sourced from a Golden State Water Company or Yorba Linda Water District fire hydrant.

15. *Are cities interested in receiving recommendations for improvements to routes?*

Placentia = Y, Recommendations may be made in the proposals and post-award. City has no obligation to accept the route improvement recommendations. If the proposals result in a cost savings to the cities, proposers must clearly state those savings in its proposals as an Option.

Fullerton = N

Brea = Y, Recommendations may be made post-award. City has no obligation to accept the route improvement recommendations.

16. *What are the camera specifications (makes and models) that would be acceptable to cities?*

Placentia = Placentia is open to all potential technologies.

Fullerton = delete this option; city may negotiate to add it at a later date.

Brea = delete this option; city may negotiate to add it at a later date.

17. *Is Contractor required to handle the enforcement and collection side of any illegally-parked vehicles?*

No. If the camera option is chosen, then the Contractor's will only capture and transmit the images to cities. Cities will handle the enforcement and collections.

18. *Are the Cities open to a longer base period contract? Currently, RFP states a one-year base period and up to six one-year optional renewals. The industry standard for street sweeping services is a 7-year base period, which helps to defray cost of new equipment.*

All three cities will require a 5-year base period with up to two one-year extension.

Extensions will be at each City's discretion.



19. Are the Cities open to a longer cancellation period contract? Currently, the RFP states a 5-day's written notice based Contractor failure to perform. The standard would be 30-day's written notice based Contractor failure to perform if not cured by Contractor.

See the revised Termination language below:

III. Termination

- A. If, in the opinion of a given City, Contractor fails to perform or provide prompt, efficient service, that City will provide a written 10-day cure notice with details of unsatisfactory contract performance to Contractor and if Contractor has not cured the performance failures within the allotted 10-day period, City has the right to terminate or cancel the Agreement upon 30-day's written notice, and pay Contractor for the value of the actual work satisfactorily performed to the date of termination.
- B. Each City has the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Contractor for the value of actual work satisfactorily performed to the date of termination and the prorated cost of equipment as of the date of termination based on the equipment buyout schedule provided by Contractor with proposal.
- C. These rights are in addition to any other rights each City may have available.

See the addition of Liquidated Damages language below (effectively inserted after III. Termination language):

IV. Liquidated Damages

- A. Force majeure applies only when delays are clearly beyond the control of or could not have been anticipated by Contractor. City will grant an extension in time equivalent to the exact time of delay caused by the force majeure incident(s).
- B. To ensure that Contractor performs all of the required work and by the time required per Specifications and since City cannot accurately determine the exact amount of a given deficiency, City will assess liquidated damages for all work performance deficiencies.
- C. City will notify Contractor both verbally and in writing each time service requirements are unsatisfactory and corrective action is necessary. Should Contractor fail to correct any deficiencies within the prescribed times, City may exercise one or more of the following measures: 1) deduct from Contractor's payment the amount necessary to correct the deficiency; 2) withhold payment; 3) utilize City forces or an alternate source, to correct the deficiency and deduct from Contractor's payment the total cost, including City overhead not to exceed 15%.
- D. Following are violations that would be cause for liquidated damages:



1. Failing to respond to complaints within 24 hours.
 2. Operation of sweeper exceeding the stated speed limits for operation.
 3. Leaving excessive amounts of debris in the street, gutter, or parkway.
 4. Failure to thoroughly clean areas close to parked cars or other obstructions.
 5. Missing scheduled sweeping days without providing prior notice to the Contract Officer or their designee (excluding inclement weather).
 6. Any failure or refusal by Contractor to perform in accordance with the terms of this contract.
- E. When the Contract Officer determines that a violation of any nature described in Section III. A. herein, the Contractor will be notified in writing, via email or facsimile, by the City of the observed violation. Contractor shall respond within twenty-four (24) hours with a written plan stating how compliance will be obtained.
- F. When the Contract Officer determines that a second violation of a nature has occurred within a 180 calendar day period of the first violation, a written complaint shall be filed with the Contractor by the City along with an assessment of liquidated damages in the amount of \$100 for each working day of delay in the performance of any service required hereunder.
- G. When the Contract Officer determines that a third violation of a similar nature has occurred within a 180 calendar day period of the first violation, a written complaint shall be filed with the Contractor by the City along with an assessment of liquidated damages in the amount of \$250 for each working day of delay in the performance of any service required hereunder.
- H. When the Contract Officer determines that a fourth violation of a similar nature has occurred within a 180 calendar day period of the first violation, a written complaint shall be filed with the Contractor by the City along with an assessment of liquidated damages in the amount of \$500 for each working day of delay in the performance of any service required hereunder.
- I. If repeated violations continue, the City may provide notice of termination in accordance with the Termination section in the RFP.

20. *Are the Cities open to a longer actual start date contract? Currently, the RFP provides about 45 days from award to start of service. It will take about 120 to 180 days to acquire the new equipment.*

Placentia does not require the purchase of new equipment to service its City so we can transition to a new contractor with a 30-day NTP. The City is open to a



longer mobilization period which can be determined and agreed upon once the finalist contractor has been selected and final negotiations are undertaken.

Fullerton does not require the purchase of new equipment to service its City so we can transition in a new contractor with a 45-day NTP not to exceed 120 days.

Brea prefers new equipment to service its City. However, City is willing to use like-new equipment. If like-new equipment is provided, City can transition to a new contractor with a 45-day NTP. If like-new equipment is not available and new equipment must be used, then the start of service must not to exceed 120 days.

21. Are Cities willing to consider removal of the 3% cap and the no increase requirement for renewal years and go by just the CPI instead? Currently, CPI is over 4%. To meet the current requirement, the initial prices would have to be increased by 25% to 40% for the no increase requirement.

Each City and Contractor shall negotiate prices each year not-to-exceed the CPI for the past 12 months.

22. What are the earliest start times?

Placentia = 4:00am

Fullerton = 3:30am

Brea = see route schedule; 3:00 am for Imperial and Valencia

23. The Fullerton Map on page 30 of the RFP under Route 2, Tuesday, Posted; the time appears to be incorrect, please advise.

Fullerton - Posted time should be 8am – 12pm.

24. Please provide curb miles per route.

Placentia – Curb miles per route below.

Day	Total
1 st and 3 rd Monday	30.50
1 st and 3 rd Tuesday	41.60
1 st and 3 rd Wednesday	51.70
1 st and 3 rd Thursday	22.60
2 nd and 4 th Monday	31.60
2 nd and 4 th Tuesday	52.70
2 nd and 4 th Wednesday	51.60
2 nd and 4 th Thursday	31.50

Fullerton – Curb miles per route below.

Day	Total
Monday	136
Tuesday	157
Wednesday	141
Thursday	133
Friday	129



Brea - Average Total Sweeping Mile, not just the routes.

Day	Sweeper 1	Sweeper 2	Total
Monday	79	62	141
Tuesday	42	41	83
Wednesday	54	49	103
Thursday	39	37	76

There are no other changes, additions, or deletions by issuance of this addendum.

IMPORTANT: If you have submitted an offer before this addendum was issued, your offer will be invalidated. After you have reviewed the addendum, your pricing, you must resubmit your offer acknowledging receipt of this addendum.

Sincerely,

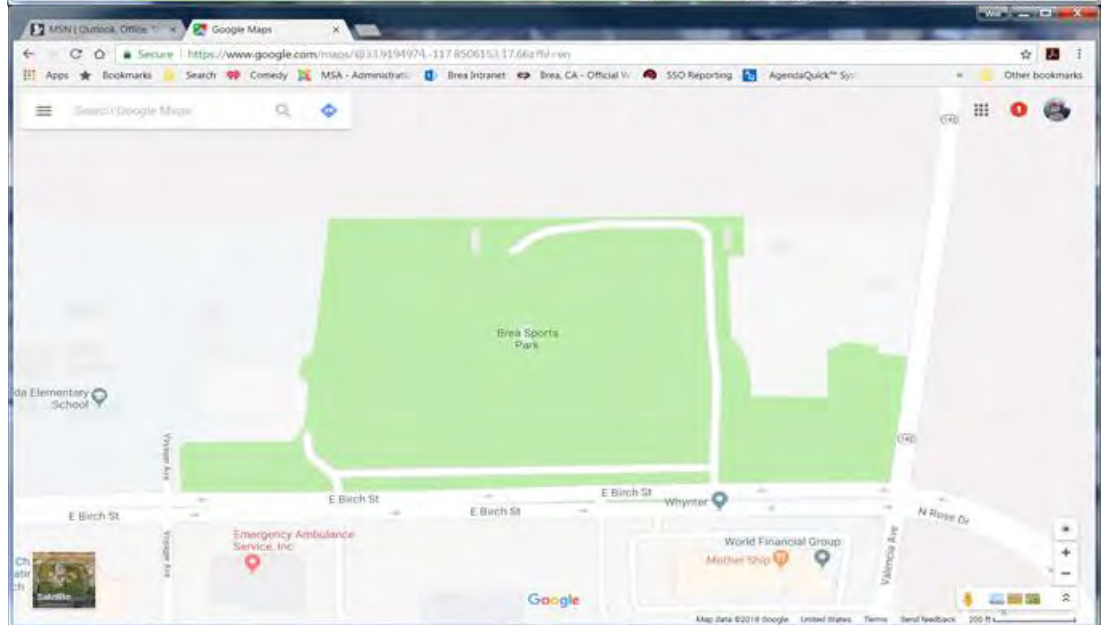
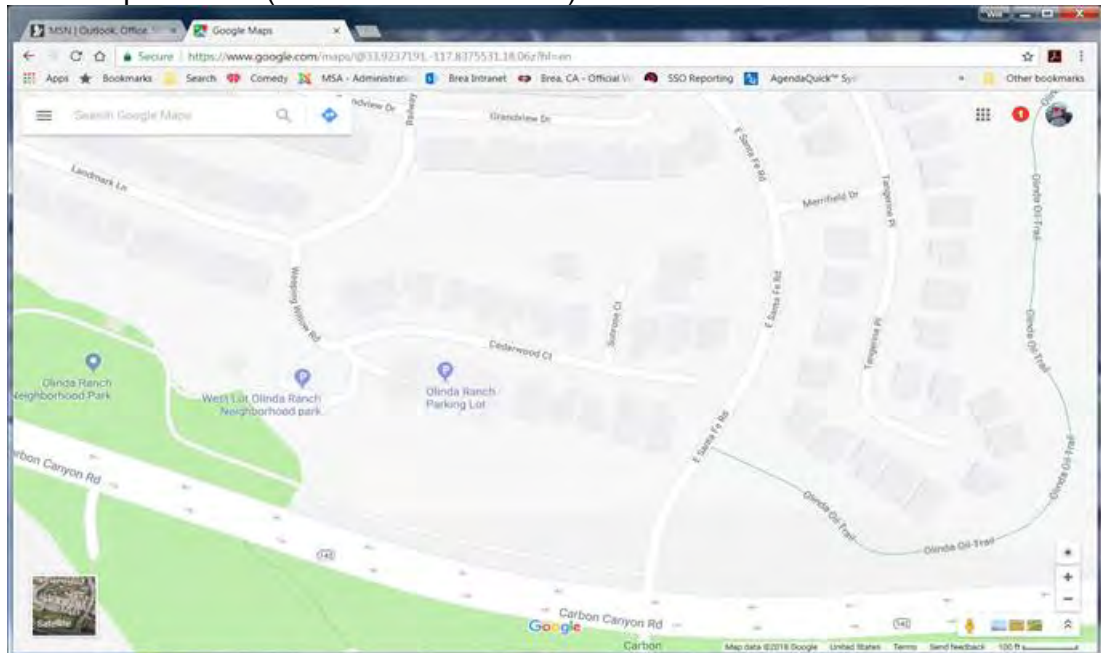
Neil H. Groom

Neil H. Groom
Procurement and Contracts Administrator
714.990.7708
NeilG@CityofBrea.net



Appendix 1B: Parking Lots to be Swept in the City of Brea:

- Mondays:
 - Olinda Ranch Park (off Weeping Willow & Cedarwood Ct)
 - Sports Park (off Birch St & Valencia)





Appendix 1F: Parking Lots to be Swept in the City of Fullerton:

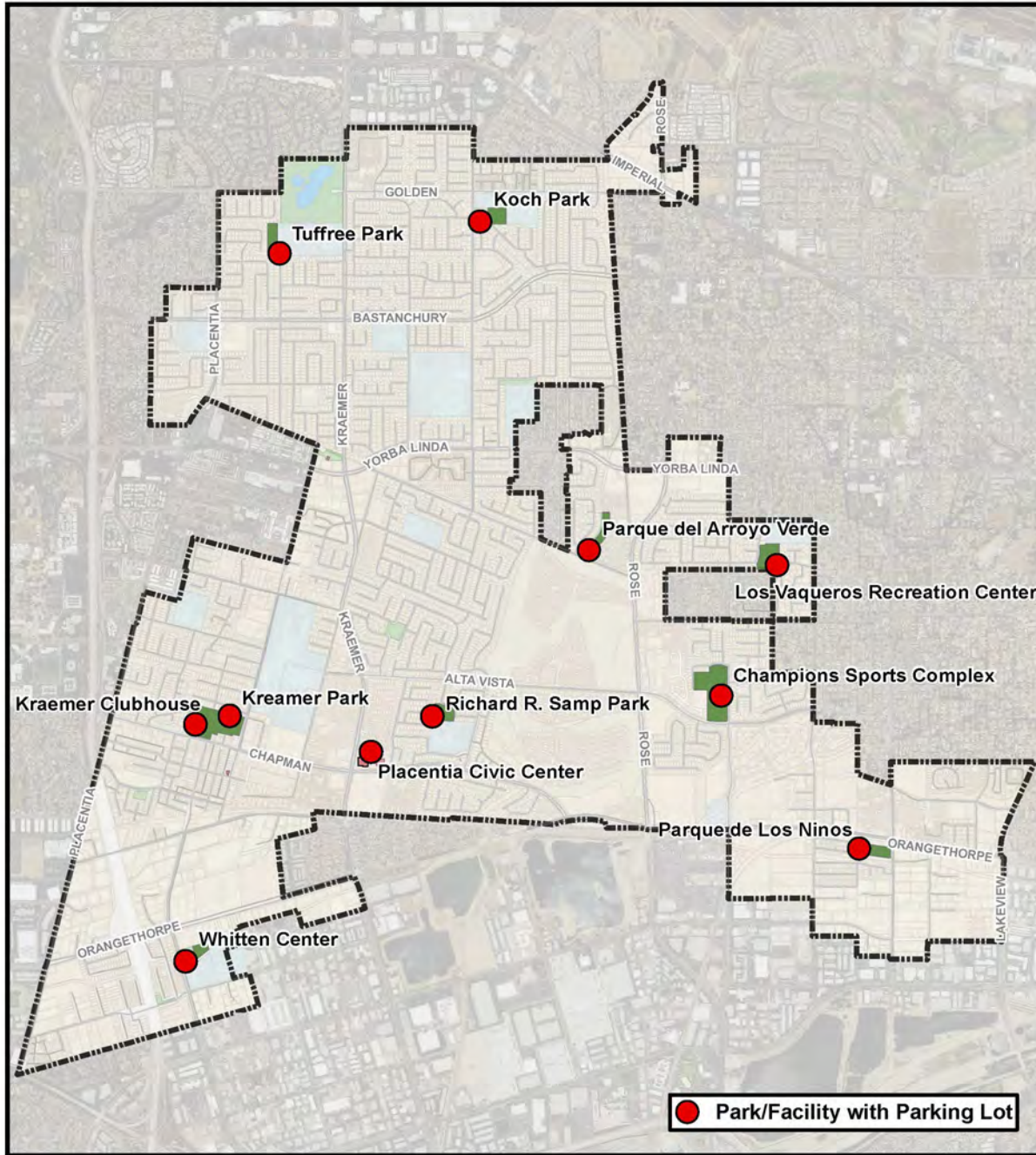
Park	Location	Sq. Ft.	Days Swept*
<i>Woodcrest Park</i>	<i>450 W. Orangethorpe Ave.</i>	<i>3,564</i>	<i>Monday</i>
<i>Lions Field</i>	<i>1440 N. Brea Blvd.</i>	<i>44,800</i>	<i>Wednesday</i>
<i>Hillcrest Park</i>	<i>1200 North Harbor Blvd.</i>	<i>99,250</i>	<i>Wednesday</i>
<i>Lemon Park</i>	<i>701 S. Lemon St.</i>	<i>22,260</i>	<i>Tuesday</i>
<i>Vista Park</i>	<i>2002 E Bastanchury Rd,</i>	<i>108,885</i>	<i>Monday</i>
<i>Ford Park</i>	<i>469-499 W Wilshire Ave.</i>	<i>17,500</i>	<i>Monday</i>
<i>Gilbert Park</i>	<i>2120 W. Orangethorpe Ave.</i>	<i>9,750</i>	<i>Monday</i>
<i>Fullerton Sports Complex</i>	<i>560 E. Silver Pine</i>	<i>92,566</i>	<i>Monday, Friday</i>
<i>Bastanchury Park</i>	<i>177 W. Bastanchury Rd.</i>	<i>55,000</i>	<i>Monday, Friday</i>
<i>Independence Park</i>	<i>801 W. Valencia Dr.</i>	<i>124,500</i>	<i>Tuesday</i>
<i>Adlena Park</i>	<i>300 N. Adlena Dr.</i>	<i>17,820</i>	<i>Wednesday</i>
<i>Laguna Lake</i>	<i>3120 Lakeview Dr.</i>	<i>15,667</i>	<i>Monday</i>
<i>Union Pacific Park</i>	<i>121 W. Truslow Ave.</i>	<i>21,900</i>	<i>Tuesday</i>

*** schedule can be modified if necessary**



Appendix 1P: Parking Lots to be Swept in the City of Placentia:

Park and Facility Locations with a Parking Lot



City of Placentia



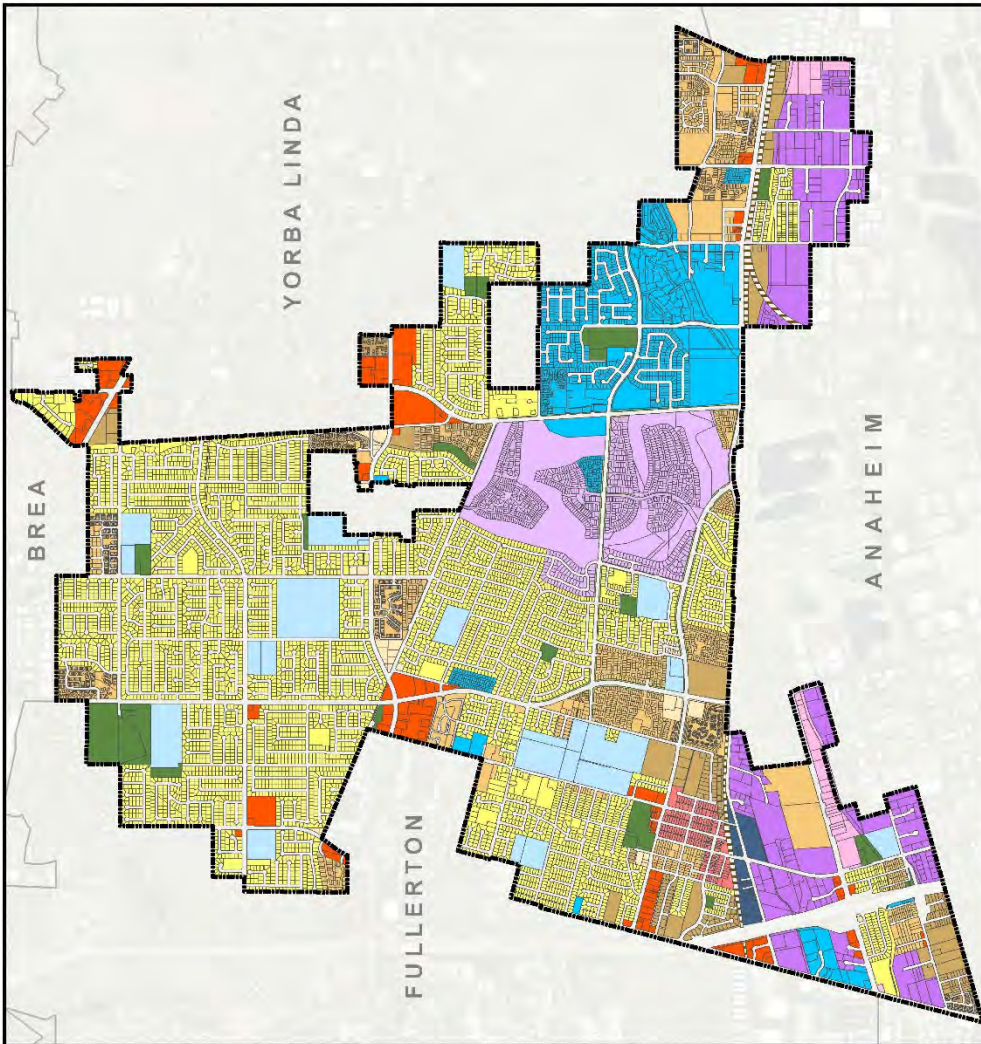
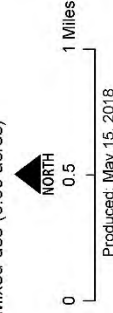


See Appendix 9P: Land Use Maps: Placentia



Proposed General Plan Land Use Map

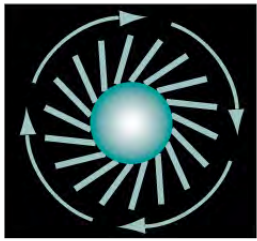
Land Use Description	Acres
Low Density Residential	1265.62
Medium Density Residential	392.82
High Density Residential	155.44
Planned Community	319.79
Office	25.50
Commercial	137.13
Commercial-Manufacturing	43.56
Industrial	292.92
Parks	99.25
Parkway Vista	17.56
Railroad	25.14
Schools/Institutional	224.82
Specific Plan	322.21
Old Town	28.59
TOD	21.73
Live-work	0.00
Mixed-use	0.00



Agreement

Each City will have its own agreement

EXHIBIT B
CONTRACTOR'S PROPOSAL



CleanStreet

Cleaning Your Environment



STREET SWEEPING SERVICES WITH ALTERNATIVE-FUEL SWEEPERS

EXCLUSIVELY FOR

CITIES OF BREA, FULLERTON, AND PLACENTIA

JULY 9, 2018

1937 W. 169th Street
Gardena, CA 90247
(800) 225-7316 x103



CleanStreet

Cleaning Your Environment

July 6, 2018

Mr. Neil Groom
City of Brea
1 Civic Center Circle
Brea, CA 92821

Dear Mr. Groom,

Enclosed is our proposal for providing high quality street sweeping services for the Cities of Brea, Fullerton, and Placentia.

Our proposal contemplates complete compliance with all terms and conditions set forth in your request for proposals.

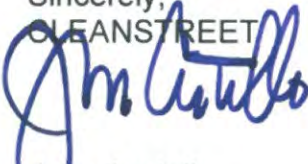
We will comply with the AQMD requirements and no subcontractors will be used for the performance of this contract. Our plan is to use propane and Clean Energy Gas powered Tymco 600 Air sweepers.

We serve more than 50 cities in southern California. We are committed to providing high quality street sweeping and high quality customer service. We are confident of our ability to perform this contract perfectly.

I can be reached at headquarters at 1937 West 169th Street, Gardena, CA 90247. I can be reached by phone at (800) 225-7316, by fax at (310) 538-8015, or by email at jcostello@cleanstreet.com.

Thank you for this opportunity. I hope we can be of service.

Sincerely,
CLEANSTREET



Jere Costello
CEO/ President

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EXECUTIVE SUMMARY



CleanStreet is a family owned and operated company. We believe in the dignity of every human being and consequently we strive to treat our employees like valued members of our family.

We believe life is a learning process and it is our responsibility to nurture and develop the latent talents in our employees.

Our commitment to diversity goes beyond the practice of not discriminating based on characteristics such as race, religion, gender, age, national origin, or disability. It is a true belief in the value of inclusion and respect.

At CleanStreet, we believe in the individuality of our employees. Each employee has unique strengths, perspectives, and experiences which positively impact our business and adds to our overall diversity.

As part of our commitment, we pledge to:

- Hire within your community
- Participate in a broad range of recruiting activities that allows us to reach out to multicultural top talent
- Initiate activities that highlight and celebrate diversity
- Foster a culture of inclusion and respect by offering a wide spectrum of unique methods and tools to reach many types of learning needs
- Encourage employee ideas on enhancing diversity and provide outlets for feedback
- Proactively strive to improve our diverse culture

At CleanStreet, we are committed to building a team of diverse individuals that want to win.

CleanStreet is located in the Southern part of California at 1937 West 169th Street, Gardena, CA 90247. We can be reached by phone at (800) 225-7316, by fax at (310) 538-8015, by email at info@cleanstreet.com, or at our website at www.cleanstreet.com.

For the purpose of this contract the key contacts will be Jere Costello, CEO/President; Rick Anderson, Director of Business; Josh Huusfeldt, Field Supervisor; and Aracely Mejia, Dispatcher.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

RESPONSE TEMPLATE



I. **Company Information: Name, Contacts, History, Scope of Services**

Please provide the following information about your company.

A. Your company's full legal name, address, phone, fax, email, website.

[CleanStreet, Inc.](#)

[1937 West 169th Street, Gardena, CA 90247](#)

[Phone: \(800\) 225-7316 | Fax: \(310\) 538-8015](#)

[Email: \[info@cleanstreet.com\]\(mailto:info@cleanstreet.com\) | Website: \[www.cleanstreet.com\]\(http://www.cleanstreet.com\)](#)

B. Prior company names (if any) and years in business; mergers, buyouts, etc.
[California Street Maintenance; 16 years in business under the following name](#)

C. Nearest office to each City from which the contract will be managed.

[Business office is located at 1937 West 169th Street, Gardena, CA 90247](#)

D. Organizational Structure (i.e. corp., LLC, sole proprietorship, etc.)

[CleanStreet is an s corporation](#)

E. Names and titles of the principal owner(s).

[Jere Costello, CEO/President](#)

F. Person(s) authorized to make commitments for your company.

[Jere Costello, CEO/President](#)

[Jeremiah Costello, Secretary](#)

[Rick Anderson, Director of Business Development](#)

G. Company history, experience, years in business for current company name.

[CleanStreet began sweeping shopping centers in 1961. In 1969, with the help of George Graziadio and Imperial Bank, Jere purchased his first street sweeper: the revolutionary and dependable Tymco Air Sweeper. By 1973 CleanStreet began to provide street sweeping services to its first municipality; the City of Rolling Hills Estates.](#)

[In 1975 CleanStreet began to sweep the City of Manhattan Beach. The City of Manhattan Beach has time posted street sweeping schedules, steep and narrow streets, tremendous traffic congestion, demanding residents and from time to time, large quantities of windblown sand.](#)



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

RESPONSE TEMPLATE



These difficult conditions presented an ideal opportunity for CleanStreet to develop expertise and methods to resolve our clients' issues. We developed our own expertise on a wide range of issues multitude of cities would encountered.

- We developed training procedures
- We developed the protocol for quality control
- We mastered street sweeper maintenance and repairs
- We mastered GPS system from @Road that monitors operators' speed, time and location in real time

As word spread of our expertise, dependability and the courtesy of our staff, municipalities with demanding residents and difficult sweeping conditions sought to contract with CleanStreet.

Today CleanStreet has been in business for more then 45 years and is expert in all facets of municipal street sweeping. We proudly and successfully serve over 50 municipalities throughout California.

H. Annual company revenues for the last three fiscal years.

Fiscal Year	Revenue
2017	\$20,916,489.00
2016	\$20,492,041.90
2015	\$19,281,443.10

I. Tax ID number.

95-4147708

J. The complete scope of services offered by your company.

Municipal Street Sweeping Services

CleanStreet is the leading provider of high-quality municipal street sweeping services. We have perfected our approach and methods serving municipalities over the past 45 years.

Sidewalk Pressure Washing & Bus Shelters Maintenance

CleanStreet is expert at cleaning sidewalks. We can transform business areas with our high-quality pressure washing. We clean sidewalks, bus stops, outdoor furniture and trash receptacles.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

RESPONSE TEMPLATE



Vactor Jet Rodder Service

We can help maintain the cleanliness of your storm water system with our professionally operated Vactor Jet Rodder.

Porter Services

CleanStreet provides porter services for maintenance of Business Improvement Districts. We can change trash receptacles, remove graffiti and stickers, provide landscape maintenance and more.

Special Events

We have the resources to clean up after major special events. Emergency sweeping services are available at all times.

K. The number of clients (including governmental) served in past and present.
CleanStreet has rendered services to more than 300 clients

L. Special qualifications, training, credentials, recognition, or awards.
CleanStreet has establish a fine reputation for providing the highest quality street sweeping services in the industry. We feel our attitude toward quality is the key to our success. It is far easier on everyone involved for the sweepers to do a good job the first time, rather than receive a complaint and have to return and sweep the street again later.

Our operators are encouraged to take as many passes as necessary to do a great job. They take great pride in the complete satisfaction of the residents. Consequently, they receive very few complaints.

The quality of our services is the basis of our establishing long term relationships with our clients. We are confident that we can do an excellent job for the Cities. We would accomplish this by following these guidelines:

Skilled Operators

We will sweep the Cities utilizing operators that have been properly trained and that have years of experience sweeping municipalities.

Quality Equipment

We will provide these skilled operators with new model equipment that is in excellent operating condition and appearance.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

RESPONSE TEMPLATE



CleanStreet equips its trucks with Global Positioning Satellite (GPS) system. All of the real-time data is monitored by CleanStreet's dispatchers. This permits CleanStreet to monitor the drivers' speed, time and location.

Standards of Quality

We will make it clear to our operators that we will expect completely clean street, regardless of the number of passes the sweeper must take to accomplish this.

We will expect our employees to take pride in their equipment, their work, and integrity.

Complaints

We will handle any and all complaints on the day they are received. We believe that responsiveness is key to establishing public confidence in our ability and integrity.

We also believe that the operator is more highly motivated to do a good job the first time if he knows he may have to come back again if he doesn't. Our operators take great pride in not receiving complaints and doing a great job the first time.

- M. Contracts terminated for cause, pending litigation or legal issues.
CleanStreet has not had any contracts terminated due to pending litigation or legal issues.

II. Background and Related Experience

- A. Recent, directly related public agency experience.
Recently started Municipal Street Sweeping Services for the City of Chino, working through Waste Management.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

RESPONSE TEMPLATE



B. Services provided.

CleanStreet provides a variety of different services:

- Municipal street sweeping
- Construction sweeping
- Graffiti removal
- Pressure Washing
- Vactor work

III. Supplemental Company Information (Optional)

A. Supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal; information must be relevant to City's current or potential future needs.

IV. Resources: Staffing, Facilities, Equipment

A. Names and titles of key management personnel.

Jere Costello, CEO/President

Rick Anderson, Director of Business Development

Andrew Jacoby, Customer Service

Josh Huusfeldt, Field Supervisor

Aracely Mejia, Dispatcher

Jeremiah Costello, Fleet Manager

B. Qualifications of key management personnel.

CleanStreet is a family owned and operated company. We believe in the dignity of every human being and consequently we strive to treat our employees like valued members of our family.

We believe life is a learning process and it is our responsibility to nature and develop the latent talents in our employees.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

RESPONSE TEMPLATE



Jere Costello, CEO/President



Mr. Costello founded the Company in 1961. Mr. Costello is an expert in virtually all aspects of providing a wide variety of outdoor cleaning services and committed to the highest level of customer satisfaction.

Mr. Costello attended California State University at Long Beach and graduated from Northrop School of Law in 1980.

Rick Anderson, Director of Business Development

The contract manager and key contract representative is Mr. Rick Anderson. Mr. Anderson has been with the company since 1989 and has the experience and expertise to deal with any issue that might arise during the performance of this contract.

He has the authority to take whatever steps necessary to deliver high-quality service. Mr. Anderson is responsible for all pricing and staffing decisions for the organization and approach to this contract. He will be intimately involved in all aspects of the implementation of this contract.



Mr. Anderson is a graduate of USC and Southwestern University School of Law. He has been with the Company for 28 years and has played an integral role in developing new business and overseeing all facets of operations. Mr. Anderson's dedication to the Company has helped fuel continual growth and diversification into new areas which complement CleanStreet's primary role as a street sweeping contractor.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

RESPONSE TEMPLATE



Andrew Jacoby, Customer Service

Supporting Mr. Anderson's management of this contract, is Mr. Andrew Jacoby. Mr. Jacoby will be familiar with all aspects of the personnel working within this contract.



Andrew Jacoby has been with the company since 2003. Andrew is also responsible for claims management and is the driving force behind CleanStreet's constant emphasis on safety.

Josh Huusfeldt, Field Supervisor

Josh is our Field Supervisor. He will be involved in the start-up of our operators in Brea. He will be responsible for the day to day supervision of this contract.



Josh is a highly-skilled street sweeper operator. Mr. Huusfeldt is also proficient in the operation of other commercial vehicles, including those which require a Class A license. He is extremely dedicated to his job and works tirelessly to ensure the highest quality of work.



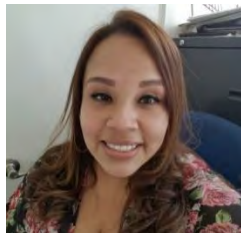
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Gardena, CA 90247

RESPONSE TEMPLATE



Aracely “Sally” Mejia, Dispatcher

Aracely Mejia can handle all of your calls with special requests or complaints. She is calm, courteous and capable of responding quickly and effectively to your calls. Her communication skills are a major asset to CleanStreet and will be to your organization as well.



Aracely offers a high degree of professionalism, solid business ethics, and extensive computer skills. She is reliable and has a positive attitude and works effectively and with a sense of urgency, and can quickly read, understand, and use street maps and complex mapping software.

Jeremiah Costello, Fleet Manager

Jeremiah is the most recent family member to join CleanStreet. He is the “acting Fleet Manager”.



Jeremiah is a graduate of California University of Berkley and is now working for a Master Degree in Business Administration at the University of Southern California. He is responsible for overseeing all repairs and maintenance of our fleet. Jeremiah is an excellent asset to CleanStreet.

C. Amount of time and involvement of key management personnel who will be involved in respective portions of the project.

CleanStreet will be involved in the respective portions for the following cities: the City of Brea 7 hours per week, the City of Placentia 5 hours per week, and for the City of Fullerton 100 hours per week.



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RESPONSE TEMPLATE



D. Current number of employees: full-time and part-time employees.

CleanStreet currently employees 160 people

E. Annual turnover rate of staff.

CleanStreet's annual turnover is 2%

F. Names of subcontractor's you propose to use for our contract. Provide only names here; fill in the details on City-provided Subcontractors List.

CleanStreet will not be using any subcontractors for this contract.

G. Facilities that would be utilized to perform the work.

CleanStreet will utilize their Gardena main office to perform the work for this contract.

H. Equipment that would be utilized to perform the required work (year, make, model of regenerative sweeper).

- For the City of Brea CleanStreet will use two (2) 2016 Tymco 600 Air Sweepers
- For the City of Placentia CleanStreet will use one (1) 2017 Tymco 600 Air Sweeper
- For the City of Fullerton CleanStreet will use four (4) 2016 Tymcos600 Air Sweepers

V. **Required Services: Meeting or Bettering these Requirements**

Provide the following information relative to required services:

A. Ability to perform specific tasks as outlined in the RFP.

CleanStreet has been in the sweeping business for more than 40 years. CleanStreet is expert at all facets of municipal street sweeping. CleanStreet will perform this contract un accordance with the highest maintenance standard. All sweeping activities will be completed by 3:00 pm Monday through Thursday.

Only alternative-fuel sweepers, complaint with AQMD rules, will be utilize for the performance of this contract.

CleanStreet will maintain a firm schedule for sweeping posted streets. We will not be changing operators frequently as with some of our



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circumstances. We will try to keep the same operators throughout the life of this contract.

Additionally, we will try to emulate how the routes have been swept recently. Once we establish the way the route is swept, we will not change that routing. Residents will be able to depend on the time the sweeper will sweep their street.

B. Reasonableness of your fee to do work.

We are providing you extremely competitive pricing.

C. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

We have a large fleet of Tymco 600 Air Sweepers. We have more than twelve (12) heavy broom sweepers that are available for heavy debris clean-up. We also operate six (6) pressure washer vehicles for spill clean-ups.

D. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

We employ 100 sweeper operators. Many are trained back-up operators or operators that do "on call" sweeping for construction companies. These operators can be utilized for an early start-up and are available at any time.

E. How quickly can you begin providing services if award the contract?

We can start at least one City immediately and the other two in 45 to 60 days. We would like as much notice as possible so we can order new sweepers.

We will be utilizing Tymco 600 Air Sweepers powered by alternate fuel. We have several new 2018 sweepers on hand that are ready for a new assignment. We have additional sweepers that are available for us to begin providing service. We would order additional new sweepers. We believe in operating new and late model sweepers.

VI. Demonstrated and Technical Experience

Please describe your company's:

A. Familiarity with each City, its communities and business.

We have inspected all three Cities thoroughly. We have provided that City of Placentia a proposal in the past.



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We sweep the nearby Cities of Buena Park and Garden Grove, so we have a good concept of the challenges we will face in these three Cities.

B. Demonstrate record of success on work previously performed.

We have been sweeping Cities since 1973, we presently serve over 60 cities and everyone, without exception, are happy with our service.

C. Specific method and techniques to be employed on the project or problem.

The primary objective of street sweeping program is to remove all trash, including, but not limited to, paper, glass, bottles, cans, litter, dirt, sand, silt, small rocks, and other debris, to maintain a state of cleanliness.

Over the past several decades, CleanStreet has established and perfected methods for achieving and maintaining these goals. We have found that if we adhere to this proven methodology, we can provide high-quality service and at the same time virtually eliminate complaints and leave your staff free to deal with other matters. This is the key to our success.

The following is a list of the most important components of our methodology.

Permanent Operator Assignment

We ensure the quality of our work by making operator route assignments permanent.

This allows our operators to become intimately familiar with the idiosyncrasies and special requirements of their route. We only change our operators when it is absolutely necessary.

Back-up Operators

We have back-up operators on standby at all times. The large size of our workforce ensures that there will never be a shortage of sweeper operators, and that you will not suffer an interruption in service.

Consistent Supervision

We will have a veteran street sweeping supervisor continually monitor operator performance. Supervisors and foremen communicate effectively, both in written and oral English.



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Quality Equipment

We will be using Tymco 600 Air Sweepers to maintain the designated areas. All sweepers are powered by alternate fuel and fully compliant with SCAQMD Rule 1186.1 and SCAQMD Rule 1186. Our sweepers will be kept clean and professional in appearance and will be maintained in optimal operating condition and adjustment at all times.

Sweeper Maintenance and Repair

CleanStreet operates a state-of-the-art street sweeper repair facility at our headquarters in Gardena.

We employ seven (7) full-time, factory-trained mechanics and six (6) mechanics' helpers. They are experts in every aspect of sweeper maintenance and repair. We also keep an extensive inventory of parts and supplies on hand to minimize maintenance and repair delays.

Monthly Reporting / Meetings

At CleanStreet, we believe that high-quality communication is key to maintaining high-quality service. We accomplish this through careful documentation. We create monthly reports to track our performance and hold a monthly meeting if there are issues to resolve.

A phone log will be kept of all calls from the Cities. This log will include all calls (even those that did not include a request for service) and the action taken and will be submitted monthly.

Water

For the Cities of Brea and Fullerton CleanStreet will be issued water meters, which will be used when filling equipment from the Cities' fire hydrants. CleanStreet will be responsible for the deposit required to obtain the water meters, and all charges associated with the use of the Cities' water. For Placentia CleanStreet will source water from a Golden State Water Company.

Debris

A clean street means minimal debris – residual or tailings. Sweepers will not blow debris onto private property nor drain any water from the hopper onto the street. All debris collected by the sweepers will be brought to their respective City Maintenance yard.



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It is our understanding that the Cities of Fullerton and Brea will be responsible for the disposal of the delivered debris. For the City of Placentia CleanStreet will be responsible of debris disposal.

Hydraulic Spills

CleanStreet will make every effort to prevent hydraulic leaks. Any leaks that do occur will be reported to the Cities immediately, and the affected areas will be pressure washed. CleanStreet will collect all of the gray water and properly dispose of it in our clarifier.

Our operations analyst downloads the GPS reports from the internet daily. Additionally, the real-time system alerts our managers via e-mail if the brooms are down a half hour or longer, or if the sweeper exceeds its speed limit. In this case, there will be communication between either the manager or the dispatcher and the sweeper via cell phone to ensure proper action is taken.

Authorized public works employees can generate and print GPS reports at any time. Data is available for six months and can be downloaded in Excel document format.

D. Number of employees available.

CleanStreet has more than 70 well-trained municipal street sweeper operators

E. Any alternative to hand-sweeping for locations such as street ends and portions or parking lots.

We will provide our operators with blowers that they can use to expedite hand work.

VII. Management Plan

Please provide the following information about your company's management plan:

A. Tracking method of street sweeping operations.

CleanStreet equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by CleanStreet dispatchers. This permits CleanStreet to monitor the drivers speed, time and location.

Our Operations Analyst downloads the GPS reports on a daily basis from the Internet. The real-time data alerts the managers via e-mail if the brooms



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are down a half hour or longer or if the sweeper exceeds its speed limit. If this should happen, there will be communication between either the manager or the dispatcher to the sweeper's cell phone to ensure proper action is taken.

Authorized public works employees can generate and print GPS reports at any time.

Data is available for six months and can be downloaded in an Excel document.

We will utilize as many Tymco 600's are needed for the Cities. Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

Our street cleaning is listed as Best Management Practice BMP in storm water regulations get the debris is off the street before it is carried into the drain system.

All street sweepers that CleanStreet deploys to the Cities will be Alternative-Fuel street sweepers compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup operators will be available at all times.

In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

B. Proposed response time for emergency calls.

We can respond within 30 to 60 minutes. Our sweepers will be stationed in the respective Cities' yards. We will seek employees that live within or nearby the Cities' we serve.

C. Training programs for equipment operations and safety.

Operator Training

CleanStreet employs more than 70 well-trained municipal street sweeper operators, who are proficient in all aspects of operating and adjusting the Tymco 600 Air Sweeper.



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Our operators understand the relationship between rear engine speed and ground speed, and are able to adjust these, along with the gutter brooms and pick-up heads, to optimize the performance of the sweeper.

Further, the operators that we assign to the Cities will have extensive experience sweeping accounts similar to yours.

Operator Instructions

Our operators will be instructed to thoroughly sweep each and every location designated in the proposal. They will have clear instructions to take additional passes as necessary to accomplish that goal.

We expect our operators to take great pride not only in their work, but also in the customer's satisfaction with their performance. We want our operators to feel that they are an important part of the Cities.

Operator Safety

CleanStreet insists that our operators be courteous and patient with motorists. All street sweepers shall travel with the direction of traffic. We also monitor our operators' driving records with DMV Pull Notices. We celebrate and reward the quality of our operators' performance at our annual Awards Banquet.

- D. Experience and equipment necessary to perform the traffic control requirements.
We have the experience and equipment to provide all traffic control required by this contract.
- E. Customer service methods. i.e. residential notification method, dealing with complaints, communicating schedules to agencies.

Dispatch Staff

The nerve center of CleanStreet is the dispatch department. We have two highly-trained and experienced dispatchers available at all times to handle your calls. They are authorized to take whatever steps necessary to handle any issues quickly and professionally.

Complaint Response Policy

CleanStreet will correct deficiencies and/or complaints on the same day they are received. Re-sweeps of the deficient area will not be billed to the



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Cities. We will notify the agencies and the residents completion of complaint areas. We will stay in communication with the agencies regarding schedules.

VIII. Work Plan

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. How you will schedule professional and staff to ensure deadlines are met?
We will try to emulate how the routes have been swept recently. Once we establish the way the route is swept, we will not change that routing. Residents will be able to depend on the time the sweeper will sweep their street.

B. Response time to the urgent service request.

Emergency Sweeping

CleanStreet will provide the Cities the names and telephone numbers of at least two qualified emergency contact employees. The Cities' representatives may call when emergency maintenance is needed during hours when CleanStreet's normal workforce is not present in the Cities. These representatives shall respond to said emergency within 60 minutes of receiving notification.

C. How will you make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

CleanStreet guarantees it will make-up missed route due to unforeseen situations the following day. Make-up routes will be swept within the week they were missed; no exceptions. We have many back-up operators and back-up sweepers that are available to us to make up any backlog.

D. Other relevant information that you believe would benefit the City for the requested services.

CleanStreet guarantees the Cities complete satisfaction with all aspects of our services and will be performed to the highest standards specified of the industry and/or in the RFP and remain as such for the term of the contract.

We will immediately re-do any deficient work, no questions asked.



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We believe a quick response to a complaint conveys a sincere commitment to quality.

We authorize our employees to do whatever is necessary to achieve high-quality work. We have found that this approach can minimize complaints.

E. State the business, operations, and yard locations

CleanStreet will operate municipal street sweeping for this contract. Our offices and yard are located at 1937 West 169th Street, Gardena, CA 90247.

F. Your current street-sweeping services, weekly, bi-weekly, hourly

Weekly: 100 hours per week, 2 employees, 1 Supervisor

Bi-weekly: 60 hours per week, 1.2 employees, 1 Supervisor

IX. Exceptions of Scope of Services, Specifications, Terms and Conditions

Please state any exceptions noting the page and paragraph number and the particular exception. Note any exceptions not approved by City prior to proposal submission may be rejected and may cause the proposal to be rejected.

A. State any exceptions to the Scope of Services (Services, Schedule, etc.)

CleanStreet has no exceptions to the Scope of Services

B. State any exceptions to the Specifications (equipment, etc.)

CleanStreet has no exceptions to the Specifications in the RFP

C. State any exceptions to the Terms and Conditions

CleanStreet has no exceptions to the Terms and Conditions in the RFP

X. Price Adequacy

The undersigned, having carefully examined the specifications, terms and conditions contained herein, hereby purpose to furnish, in strict accordance with the specifications, the items listed in Cost Forms and that the prices are adequate to provide the specified material, equipment and labor to perform the work as specified herein.



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RESPONSE TEMPLATE



Submitted by:

Company Name

CleanStreet, Inc.

Contact Name

Rick Anderson

Title

Director of Business Development

Signature

Email

randerson@cleanstreet.com

Phone

(800) 225-7316 ext. 108

Date

July 9, 2018



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III. Total Annual Cost Form (24 Sweeps per Year) – City of Brea

- A. Day & Time = day of the week and the earliest start and latest end times
- B. *Monthly Sweeps* = 2
- C. Annual Sweeps = **24**
- D. Annual Curb Miles = Route Curb Miles x Annual Sweeps
- E. Per Route Rate = the fully-loaded costs to perform the Scope of Services requirements as modified by this schedule for each Route
- F. Total Annual Cost = Annual Curb Miles x Per Route Rate (**D x E**)

A	B	C	D	E	F
RTE#	Day & Time Per Routes-Detail	Route Curb Miles	Annual Curb Miles	Per Route Rate	Total Annual Cost (D x E)
1	Monday	141	3,384	\$	\$
2	Tuesday	83	1,992	\$	\$
3	Wednesday	103	2,472	\$	\$
4	Thursday	76	1,824	\$	\$
Totals for all above routes			9,672		\$

Annual Per Curb Mile Cost (Annual Per Curb Mile Cost = Total Annual Cost / Annual Curb Miles)	\$
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Continued on Next Page

IV. Total Annual Cost Form (50 Sweeps per Year) – City of Brea

- A. Day & Time = day of the week and the earliest start and latest end times
- B. Weekly Sweeps = 1
- C. Annual Sweeps = **50**
- D. Annual Curb Miles = Route Curb Miles x Annual Sweeps
- E. Per Route Rate = the fully-loaded costs to perform the Scope of Services requirements as modified by this schedule for each Route
- F. Total Annual Cost = Annual Curb Miles x Per Route Rate (**D x E**)

A	B	C	D	E	F
RTE#	Day & Time Per Routes-Detail	Route Curb Miles	Annual Curb Miles	Per Route Rate	Total Annual Cost (D x E)
1	Monday	141	7,050	\$	\$
2	Tuesday	83	4,150	\$	\$
3	Wednesday	103	5,150	\$	\$
4	Thursday	76	3,800	\$	\$
Totals for all above routes			20,150		\$

Annual Per Curb Mile Cost (Annual Per Curb Mile Cost = Total Annual Cost / Annual Curb Miles)	\$
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Continued on Next Page

V. Unit Price Form for Additional Sweeps – City of Brea

- A. Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.
- B. Contractor is advised that the unit prices may enter into the determination of the contract award. Unit prices listed below refer to all services and include all Cost Components per Exhibit B, III.A.
- C. The unit prices quoted by Contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
- D. All work shall be performed in accordance with all requirements herein.

Additional Sweeps		
Scheduled Sweeps (new development, etc..) based on 24 Annual Sweeps	Curb Mile Cost	\$
Scheduled Sweeps (new development, etc..) based on 50 Annual Sweeps	Curb Mile Cost	\$
Special Sweeps (special events, emergencies, etc.)	Curb Mile Cost	\$

Sweep Alternate Sides of Streets based on 24 Annual Sweeps	Curb Mile Cost	\$
Sweep Alternate Sides of Streets based on 50 Annual Sweeps	Curb Mile Cost	\$

Continued on Next Page

VI. Unit Price Form for Optional Camera – City of Brea

This option deleted. City may negotiate to add this at a later date.

III. Total Annual Cost Form (24 Sweeps per Year) – City of Fullerton

- A. Day & Time = day of the week and the earliest start and latest end times
- B. *Monthly Sweeps* = 2
- C. Annual Sweeps = **24**
- D. Annual Curb Miles = Route Curb Miles x Annual Sweeps
- E. Per Route Rate = the fully-loaded costs to perform the Scope of Services requirements as modified by this schedule for each Route
- F. Total Annual Cost = Annual Curb Miles x Per Route Rate (**D x E**)

A	B	C	D	E	F
RTE#	Day & Time Per Routes-Detail	Route Curb Miles	Annual Curb Miles	Per Route Rate	Total Annual Cost (D x E)
1	Monday	136	3,264	\$	\$
2	Tuesday	157	3,768	\$	\$
3	Wednesday	141	3,384	\$	\$
4	Thursday	133	3,192	\$	\$
5	Friday	129	3,096	\$	\$
Totals for all above routes			16,704		\$

Annual Per Curb Mile Cost (Annual Per Curb Mile Cost = Total Annual Cost / Annual Curb Miles)	\$
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Continued on Next Page

IV. Total Annual Cost Form (52 Sweeps per Year) – City of Fullerton

- A. Day & Time = day of the week and the earliest start and latest end times
- B. Weekly Sweeps = 1
- C. Annual Sweeps = 52
- D. Annual Curb Miles = Route Curb Miles x Annual Sweeps
- E. Per Route Rate = the fully-loaded costs to perform the Scope of Services requirements as modified by this schedule for each Route
- F. Total Annual Cost = Annual Curb Miles x Per Route Rate (**D x E**)

A	B	C	D	E	F
RTE#	Day & Time Per Routes-Detail	Route Curb Miles	Annual Curb Miles	Per Route Rate	Total Annual Cost (D x E)
1	Monday	136	7,072	\$	\$
2	Tuesday	157	8,164	\$	\$
3	Wednesday	141	7,332	\$	\$
4	Thursday	133	6,916	\$	\$
5	Friday	129	6,708	\$	\$
Totals for all above routes			36,192		\$

Annual Per Curb Mile Cost (Annual Per Curb Mile Cost = Total Annual Cost / Annual Curb Miles)	\$
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Continued on Next Page

V. Unit Price Form for Additional Sweeps – City of Fullerton

- A. Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.
- B. Contractor is advised that the unit prices may enter into the determination of the contract award. Unit prices listed below refer to all services and include all Cost Components per Exhibit B, III.A.
- C. The unit prices quoted by Contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
- D. All work shall be performed in accordance with all requirements herein.

Additional Sweeps	
Scheduled Sweeps (new development, etc..) based on 24 Annual Sweeps	Curb Mile Cost \$
Scheduled Sweeps (new development, etc..) based on 52 Annual Sweeps	Curb Mile Cost \$
Special Sweeps (special events, emergencies, etc.)	Curb Mile Cost \$

Continued on Next Page

VI. Unit Price Form for Optional Camera – City of Fullerton

This option deleted. City may negotiate to add this at a later date.

III. Total Annual Cost Form (24 Sweeps per Year) – City of Placentia

- A. Day & Time = day of the week and the earliest start and latest end times
- B. Monthly Sweeps = 2
- C. Annual Sweeps = **24**
- D. Annual Curb Miles = Route Curb Miles x Annual Sweeps
- E. Per Route Rate = the fully-loaded costs to perform the Scope of Services requirements as modified by this schedule for each Route
- F. Total Annual Cost = Annual Curb Miles x Per Route Rate (**D x E**)

A	B	C	D	E	F
RTE#	Day & Time	Route Curb Miles	Annual Curb Miles	Per Route Rate	Total Annual Cost (D x E)
1	1 st and 3 rd Monday 7:30 am-4 pm	30.50	732	\$	\$
2	1 st and 3 rd Tuesday 7:30 am-12pm	41.60	998.4	\$	\$
3	1 st and 3 rd Wednesday 12 pm-4 pm	51.70	1,240.8	\$	\$
4	1 st and 3 rd Thursday 7:30 am-4 pm	22.60	542.4	\$	\$
5	2 nd and 4 th Monday 7:30 am-4 PM	31.60	754.4	\$	\$
6	2 nd and 4 th Tuesday 7:30 am-4 pm	52.70	1,264.8	\$	\$
7	2 nd and 4 th Wednesday 12 pm-4 pm	51.60	1,238.4	\$	\$
8	2 nd and 4 th Thursday 7:30 am-4 pm	31.50	756	\$	\$
9	Route 9 Arterial Streets Wednesday; 2:00-6:00am	51.70	1,240.8	\$	\$
Totals for all above routes			8,772		\$

Annual Per Curb Mile Cost (Annual Per Curb Mile Cost = Total Annual Cost / Annual Curb Miles)	\$
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Continued on Next Page

IV. Unit Price Form for Additional Sweeps – City of Placentia

- A. Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.
- B. Contractor is advised that the unit prices may enter into the determination of the contract award. Unit prices listed below refer to all services and include all Cost Components per Exhibit B, III.A.
- C. The unit prices quoted by Contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
- D. All work shall be performed in accordance with all requirements herein.

Additional Sweeps	
Curb Mile Cost	\$
Scheduled Sweeps (new development, etc..) based on 24 Annual Sweeps	
Curb Mile Cost	\$
Special Sweeps (special events, emergencies)	

Continued on Next Page

V. Unit Price Form for Optional Camera – City of Placentia

- A. Contractor agrees to mount cameras per Specific Terms and Conditions, II. Equipment, B. Optional Equipment should the City elect this option.
- B. Provide the fully-loaded one-time costs to furnish and install the camera equipment for all sweepers used for these routes.
- C. Provide the per Curb Mile Costs to maintain the equipment and transmit images.

Optional Camera Equipment	
One-Time Cost Furnish and Install the Camera Equipment	\$
Curb Mile Cost Maintain the Camera Equipment and Transmit Images	\$

Client References (for like work)

(Bidder's Company Name)

1. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
2. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
3. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	
4. Client's Company Name:	
Client Address:	
Contact's Name:	
Contact's Title:	
Contact's Telephone & FAX:	
Contact's Email:	
Scope of Services/Products Provided:	
Project Completion Date & Value:	

Duplicate this form as necessary to complete list.

Non-Collusion Affidavit

Note: To be executed by Offeror and submitted with Offer.

State of California
(the State of the place of business)

County of Los Angeles
(the County of the place of business)

Jere Costello, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is CEO/President of
(title of the person signing this form)

CleanStreet, Inc., the party making the foregoing bid
(name of bidding company)

that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the OFFEROR has not directly or indirectly induced or solicited any other OFFEROR to put in a false or sham bid; that the OFFEROR has not directly or indirectly colluded, conspired, connived, or agreed with any OFFEROR or anyone else to put in a sham bid, or to refrain from bidding; that the OFFEROR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the OFFEROR or any other OFFEROR, or to fix any overhead, profit, or cost element of the bid price, or of that of any other OFFEROR; that all statements contained in the bid are true; and, the OFFEROR has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a OFFEROR that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the OFFEROR.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed as set forth.

SIGNATURE: 

PRINT NAME: Jere Costello

TITLE: CEO/President

DATE: July 6, 2018

Notary is required.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

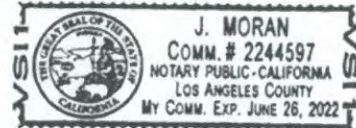
On July 6, 2018 before me, J. Moran, Notary Public
(insert name and title of the officer)

personally appeared Gene Costello,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. Moran (Seal)



**Statement of Compliance
(Terms & Conditions and Scope of Work)**

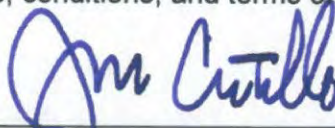
Each proposal must be accompanied by a signed Statement of Compliance. Offeror must sign **one** of the declarations stated below indicating that the proposal was submitted with or without exceptions to the RFP, the Scope of Work, or Draft Agreement as may be attached.

CleanStreet, Inc.

(Proposer's Company Name)

I. No Exceptions

By signing below, Offeror declares that their proposal was prepared in strict compliance with the instructions, conditions, and terms of the RFP, the Scope of Work, and Draft Agreement.

SIGNATURE: 

PRINT NAME: Jere Costello

TITLE: CEO/President

DATE: July 6, 2018

II. With Exceptions

By signing below, Offeror states that their proposal has been prepared in consideration of and with exception to some of the terms of this RFP, Scope of Work, and Draft Agreement. Offeror is advised that exceptions and/or a suggested change to any of the terms of this RFP, the Scope of Work, or Draft Agreement must be submitted in writing as an attachment to the proposal submittal. By signing below, Offeror declares that the proposal includes a statement that identifies each item to which Offeror is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in this RFP, identifies the reasons for submitting the proposed exception or change, as well as, any impact the change or exception may have on contract costs, scheduling, or other considerations. City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**Statement of Compliance
(AQMD Regulations)**

Each proposal must be accompanied by a signed Statement of Compliance. Offeror must sign the declarations stated below indicating that they are in compliance with all AQMD Regulations.

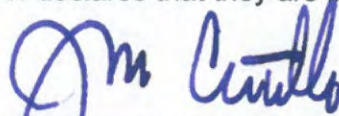
CleanStreet, Inc.

(Proposer's Company Name)

I. No Exceptions

By signing below, Offeror declares that they are in compliance with all AQMD Regulations.

SIGNATURE:



PRINT NAME: Jere Costello

TITLE: CEO/President

DATE: July 6, 2018

II. Exceptions

By signing below, Offeror states that they are not in full compliance with all AQMD Regulations at the time of submittal of this document and have attached an explanation as to the reasons and supporting written documentation from the AQMD providing a temporary or permanent exemption from those requirements. City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Affirmative Action Affidavit

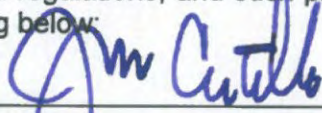
Each proposal must be accompanied by a signed Affirmative Action Affidavit if the proposal is in excess of \$50,000. Offeror must sign the declarations stated below indicating that they are in compliance with all Affirmative Action Regulations.

CleanStreet, Inc.

(Proposer's Company Name)

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

SIGNATURE: _____



PRINT NAME: Jere Costello

TITLE: CEO/ President

DATE: July 6, 2018

Offer Form**I. Offer**

I, the undersigned, hereby certify that I have the authority to submit this offer on behalf of and to bind entity to all the requirements of the RFP Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Price Sheets.

Contractor Name: CleanStreet, Inc.

Mailing Address: 1937 W. 169th Street

City, State, Zip: Gardena, CA 90247

Corporation Type: S Corporation

Printed Name & Title: Jere Costello, CEO/President

Phone & Email: (800) 225-7316

Authorized Signature: _____

Date: July 6, 2018

Price Agreement No. 1147
KERN COUNTY
CONTRACTUAL SERVICES AGREEMENT
MASTER TERMS AND CONDITIONS

THIS AGREEMENT is made and entered into effective with the date entered on the Schedule which is attached hereto and incorporated herein by this reference, by and between the COUNTY OF KERN, a political subdivision of the State of California, as represented by the Purchasing Agent ("County"), with its principal location at 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301, and CleanStreet, Inc. ("Vendor") identified on the Schedule hereto;

WHEREAS

- (a) Government Code section 25502.5 provides that the Board of Supervisors may authorize the County Purchasing Agent to engage independent contractors to perform services for the County when the aggregate cost does not exceed \$100,000; and
- (b) The County requires those services which are specified in Exhibit A; and
- (c) The County desires to engage Vendor to provide said services and Vendor, by reason of his/her qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein; and
- (d) Pursuant to County Ordinance Code section 2.38.100 E., the Board of Supervisors has authorized the Purchasing Agent to engage independent contractors to perform contractual services for the County where the aggregate cost does not exceed \$100,000;

IT IS AGREED between the parties hereto as follows:

1. **Services to be Rendered.** Vendor shall provide the services described in Exhibit 'A' which is attached to the Schedule and incorporated therein.
2. **Compensation to Vendor.** County shall compensate Vendor in accordance with the compensation selection(s) annotated on the Schedule. No additional compensation will be paid for secretarial, clerical support staff, overhead or any other costs incurred by Vendor pursuant to providing services to County.
3. **Reimbursement Policy and Billing Requirements.** All invoices for payment shall be submitted in triplicate in a form approved by the County based upon the payment schedule selected in Exhibit A and shall contain an itemization of all costs and fees broken down monthly (including an itemization of all travel expenses incurred if applicable) and also stated as a cumulative total. Invoices shall be sent for review and processing to the County department(s) identified on the purchase order associated with this Agreement. Vendor shall also provide an informational copy to the Purchasing Agent. Payment will be made to Vendor within thirty (30) days of receipt and approval of the invoice by the County.
4. **Term.** This Agreement shall be deemed in force as of the effective date specified on the Schedule and shall terminate on the date therein specified unless sooner terminated as provided for herein.
5. **Assignment.** Vendor shall not assign, sublet or transfer this Agreement, or any part hereof. Vendor shall not assign any monies due or which become due to Vendor under this Agreement without the prior express and written approval of the Purchasing Agent.
6. **Audit, Inspection and Retention of Records.** Vendor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Vendor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Vendor shall maintain such data and records in an accessible location and

condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

7. **Authority to Bind County.** It is understood that Vendor, in Vendor's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

8. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

9. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

10. **Compliance with Law.** Vendor shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

11. **Confidentiality.** Vendor shall not, without the written consent of the Purchasing Agent, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

12. **Conflict of Interest.** Vendor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Vendor agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Vendor shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

13. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

15. **Indemnification.** Vendor agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Vendor or Vendor's officers, agents, employees, independent contractors, sub-contractors of any tier,

or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Vendor by any person or entity.

16. **Insurance.** Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Contractor shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

A. **Workers' Compensation and Employers Liability Insurance Requirement B** In the event Contractor has employees who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Contractor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

B. **Liability Insurance Requirements:**

(1) Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) **Commercial General Liability Insurance** including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

C. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

E. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

F. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from

taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

H. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

17. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

18. **Negation of Partnership.** In the performance of all services under this Agreement, Vendor shall be, and acknowledges that Vendor is, in fact and law, an independent contractor and not an agent or employee of County. Vendor has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Vendor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Vendor in the provision of services under this Agreement. With respect to Vendor's employees, if any, Vendor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

19. **Non-Collusion Covenant.** Vendor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Vendor has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

20. **Nondiscrimination.** Neither Vendor, nor any officer, agent, employee, servant or subcontractor of Vendor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements.

21. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Vendor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

22. **Notices.** All notices required or provided for in this Agreement shall be provided to Kern County Purchasing Agent at the address indicated in the opening paragraph of this Agreement, the Vendor at the address indicated in the Schedule, and the County department(s) at the address indicated in the associated purchase order. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of

like capacity employed in Vendor's office, or the receptionist for the Kern County General Services Department.

23. **Ownership of Documents.** All reports, documents and other items generated or gathered in the course of providing services to the County under this Agreement are and shall remain the property of the County, and shall be returned to County upon full completion of all services by Vendor or termination of this Agreement, whichever first occurs.

24. **Representations.** Vendor makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

a. Vendor has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

b. Vendor does not have any actual or potential interests adverse to County nor does Vendor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

c. Vendor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

25. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

26. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

27. **Sole Agreement.** This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

28. **Termination.** The Purchasing Agent may at his election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either Vendor or the Purchasing Agent, Vendor shall submit to the County all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of any written Notice of Termination. Should either party terminate this Agreement as provided herein, County shall pay Vendor for all satisfactory services rendered by Vendor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in the Schedule.

29. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

30. **Compliance with IRCA.** Vendor acknowledges that Vendor, and all subcontractors hired by Vendor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Vendor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Vendor to perform services under this Agreement are in compliance with the IRCA. In addition, Vendor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Vendor's employees,

or the employees of any subcontractor hired by Vendor, are not authorized to work in the United States for Vendor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Vendor or Vendor's subcontractor(s).

31. **No Third Party Beneficiaries.** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to County and Vendor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Vendor that any such person or entity, other than County or Vendor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

32. **Corporate Qualifications.** Consistent with CA Corporations Code sec. 2105 and as a material term of this Agreement Contractor within five (5) business of execution of this Agreement shall provide to County a copy of the Certificate of Qualification issued by the California Secretary of State indicating that Contractor is currently qualified to do business in the state of California. "Doing business" is defined in CA Revenue and Taxation Code sec. 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Any corporation, both domestic and foreign (those incorporated outside of California) must be in good standing in order to be qualified to do business in the County of Kern, State of California. Failure to provide County with a current Certificate of Qualification may serve as a basis for termination of this Agreement.

33. **Suspension and Debarment**

a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined as 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue additional remedies, including but not limited to suspension and/or debarment.

34. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352**

a. Contractor may not use the funds received from this Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

35. **Use of Recovered/Recycled Materials**

a. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

ii. Meeting Agreement performance requirements; or

iii. At a reasonable price.

b. Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

KERN COUNTY
CONTRACTUAL SERVICES AGREEMENT

Format A

SCHEDULE TO MASTER TERMS AND CONDITIONS: Price Agreement No. 1147

THIS SCHEDULE shall be effective on: April 1st, 2018 and shall terminate no later than March 31st, 2021, and is entered into between the County of Kern, as represented by the Purchasing Agent, located at: 1115 Truxtun Avenue, 3rd Floor, Bakersfield CA 93301 and CleanStreet, Inc. ("Vendor"), located at: 1937 W. 169th Street, Gardena, CA 90247.

Vendor is (select one): Sole Proprietorship
 X Incorporated in the State of CA
 Other (specify)

Vendor shall provide those services described in Exhibit A, which is attached hereto and incorporated herein by this reference.

 X Price Agreement No.1147 General Terms and Conditions are attached hereto as Exhibit B and incorporated herein by this reference.

County shall compensate Vendor for all services to be provided hereunder, including any reimbursement of travel expenses and other costs incurred by Vendor under this Agreement, in an aggregate sum not to exceed \$ _____, which includes (select one):
 a fixed fee of \$ _____.
 a not to exceed fee of \$ _____ at the hourly rate of \$ _____.
 X other (specify) In accordance with Schedule A, attached.

(select one of the following two)

 X County shall **not** reimburse Vendor for any costs or travel expenses incurred by Vendor hereunder.

 County shall reimburse Vendor for all necessary and reasonable actual costs incurred on behalf of County in an amount not to exceed \$ _____. Reasonable and necessary travel expenses, approved in advance by the County, shall not exceed the following County per diems: Lodging, \$181.00 per night plus tax; breakfast, \$8.00; lunch, \$11.00; dinner, \$19.00; economy rental car; and mileage, if by private automobile, at \$.36 per mile; and by common carrier at actual fare charged for economy or coach class.

Vendor shall be required to have the following Insurance coverages, as described in the Master Terms and Conditions, in the minimum amounts indicated: (select all that apply)

 X Commercial General Liability (\$1,000,000/Occurrence & \$2,000,000/Aggregate) or other amounts _____ & _____
 X Automobile Liability (\$1,000,000/Occurrence) or other amounts _____
 Professional Liability (\$1,000,000/Occurrence & \$2,000,000/Aggregate) or other amounts _____ & _____

Should any conflicts arise between this Schedule and the Master Terms and Conditions attached hereto and incorporated herein by this reference, the Master Terms and Conditions shall control.

IN WITNESS WHEREOF, each party has signed this Schedule upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

COUNTY OF KERN

By Leticia Rojo
Leticia Rojo, Supervising Buyer
"County"

Date: 3/15/2018

CLEANSTREET, INC.

By Rick Anderson
Rick Anderson, Director of Business Development
"Vendor"

Date: 3/19/2018

Schedule A

Scope of Services/Pricing

Vendor shall provide the Services indicated below for the County department(s) identified in the purchase order associated with this agreement based on the following payment schedule:

Vendor shall invoice monthly for services provided over the prior thirty (30) days;

I. Full description of Services:

Street Sweeping Services – The services will be on an “as required” basis for County departments.

The Vendor shall provide these services mainly in the greater Bakersfield area, and throughout Kern County and the outlying areas serviced by the County.

Vendor shall provide all labor, materials and equipment required to provide street sweeping services and other related services as requested by County Departments in accordance with the following scope of work.

II. Department Locations where Services will take place:

A. Engineering & Survey Services Department:

Street Sweeping Services for the Engineering & Survey Services Department for the County Service areas listed below per the attached maps.

The work to be performed consists, in general of regular, once-a-month sweeping of streets in the following CSA's:

4. CSA 36.2 – Approximately 1.0 Curb Miles to be swept.
5. CSA 60.1 – Approximately 39.0 Curb Miles to be swept.
6. CSA 63.3 – Approximately 44.5 Curb Miles to be swept.
7. CSA 66.2 – Approximately 2.0 Curb Miles to be swept.

Scope of Work:

- a. The successful vendor shall clean all streets within the designated limits as listed above.
- b- The successful vendor will sweep each street one (1) time per month, except for areas of excessive debris which may require a second sweeping pass to be made. This determination will be made after inspection by the Public Works Department.
- c- Sweeping will be performed within a prearranged and published 5-day period each month. Vendor shall sweep areas according to existing schedule; any changes to the schedule must be approved by the Public Works Department.

- d- In the event that sweeping on the scheduled day is not possible due to weather conditions, equipment failure, or other unforeseen occurrence, contractor shall notify County before 12:00 pm Noon on the scheduled day to arrange and receive approval for sweeping on another day within the published 5-day period.
- e- Sweeping shall not be performed on any official holiday, as designated by the Board of Supervisors.
- f- Sweeping will be done only during daylight hours.
- g- The scheduled street sweeping shall not coincide with the scheduled trash/recycling pickup day.
- h- Sweeping shall include curb lines along both sides of roadway, along all curbs on raised medians, over painted medians and all intersection cross gutters.
- i- Sweeping shall normally consist of a single pass over an area, except as previously stated.
- j- Sweeping shall be accomplished in the same direction as traffic flow at all times.
- k- The vendor shall supply and maintain all equipment.
- l- The vendor may be required to sweep areas at times in addition to regularly scheduled times. Vendor shall be compensated at the hourly rate specified in the agreement.
- m- Successful vendor shall notify County both prior to and upon completion of each sweeping area.
- n- The vendor shall dispose of all refuse and debris collected by the vendor's sweeping operation by hauling to a legally established area for disposal of solid waste. Any temporary transfer site must be reviewed in advance by the County Environmental Health Services Department.
- o- It shall be the responsibility of the contractor to arrange for an adequate water supply.
- p- All labor, materials and equipment required to provide for the disposal of all swept materials. The sole responsibility for this disposal shall be with the contractor and all costs shall be included. Disposal of all swept materials, dirt, trash, organic matter etc, shall be disposed of properly at County Landfills or other approved site.
- q- Failure to timely perform sweeping (unless previously approved by the County) shall result in a 50% reduction of the monthly payment if made up within twenty-four (24) hours. Otherwise, there will be no payment for delayed sweeping.
- r- Any nonperformance in carrying out the provisions of this proposal will result in a written warning by the County, with adequate grace period for correction. If nonperformance is not corrected within the grace period allowed, a 50% reduction of the monthly payment will be made.
- s- In the event that the results of a sweep are considered by the County Department to be unsatisfactory, the successful vendor shall re-sweep the unsatisfactory area again at his own expense within twenty-four (24) hours of receipt of written notification.

- t- The vendor shall provide a telephone answering service, toll free from 8:00 am to 5:00 pm from Monday through Friday except on legal holidays. Said answering service shall have the capability of contacting sweepers and pickup equipment by radio or paging equipment, and relaying instructions from the County.
- u- Within two months of the first day of the signed agreement, the contractor will notify residents of the area to be swept of the sweeping schedule. This notification will be by mail. The contents of the mailed notification shall be approved by the County Department.
- v- The County will pay the vendor the agreed upon sum for each monthly sweeping, upon presentation of a claim for payment. County shall approve such payment of claim after inspection of the area, following contractor's notification of completion each month. Payments for work done at the per hour rate will be made monthly, upon inspection and presentation of claim for payment, and inspection and approval of work by the County.
- w- The vendor shall provide a monthly schedule, indicating what day of the month each area will be swept. For example: First Wednesday of the month; or second Thursday of the month.

Definitions

- a- The term "debris" shall mean all materials normally picked up by a mechanical sweeper, such as: sand, leaves, salt, glass, paper, cans, and other materials. It will not include large items that would damage the equipment, such as: large stones, wood, cable and other materials.
- b- The term "street" shall mean the paved area between the normal curb line of a roadway whether or not there exists an actual curb line. It shall not include any ways that would cause damage to the equipment used. It does not include sidewalks, areas adjacent to the roadway, parking lots or alleys.
- c- Adverse weather conditions shall mean heavy rains, extreme cold, fog and other inclement weather conditions as so designated by the Director of Engineering and Survey Services. These shall not be deemed acts of God.

Equipment Specifications

- a- Sweepers shall be mobile, motorized pickup sweepers with revolving gutter brushes both sides, PM-10 compliant with appropriate water spray/sprinkler system and a storage hopper with a minimum of 3 cubic yard capacity. Sweepers shall be capable of removing paper, leaves, dirt, rocks, cans and other debris.
- b- Sweeping equipment as well as disposal trucks, shall be equipped with adequate warning devices and lights for safe operation, and shall meet all vehicle operating requirements of the State of California, Department of Motor Vehicles and the California Highway Patrol.
- c- Machines must be maintained both mechanically and visually throughout the terms of the agreement, with contractor demonstrating evidence of scheduled routine maintenance and proper adjustment for sweepers.
- d- All units shall be clearly and prominently marked with the contractor's name and unit number.
- e- Contractor must keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum sweeping efficiency.

- f. All equipment must be properly registered and insured in accordance with State and local laws. Contractor must show proof of ownership or a signed lease for sufficient machinery to adequately perform services as specified in this agreement.
- g- All units must have a radio or paging equipment for communication with their main office.
- h- The contractor shall have a sufficient number of sweepers to perform sweeping service at the level and within the schedule specified, and to provide back-up in the event of equipment breakdown.
- i- All sweepers used for CSA sweeping shall be equipped with GPS capable of generating reports and trail maps. Vendor shall upon request provide GPS reports and maps detailing time and location of sweepers. If vendor is unable to provide the requested information, the vendor will have to sweep/re-sweep the area at the discretion of the Public Works Department.

CONFIDENTIAL

SCHEDULE A
PRICING
EFFECTIVE APRIL 1, 2018 THROUGH MARCH 31, 2021

A. Engineering & Survey Services Department:

Pricing per month for performing monthly sweeping services for the following CSA's:

- | | |
|--|---------------------|
| 4. CSA 36.2 – Approximately 1.0 Curb Miles to be swept. | \$ 70.00 / month |
| 5. CSA 60.1 – Approximately 39.0 Curb Miles to be swept. | \$ 1,794.00 / month |
| 6. CSA 63.3 – Approximately 44.5 Curb Miles to be swept. | \$ 2,047.00 / month |
| 7. CSA 66.2 – Approximately 2.0 Curb Miles to be swept. | \$ 100.00 / month |

Additional Services:

Hourly Rate for special sweeping service

\$ 105.00/Hour

Minimum Charge for special sweeping

\$ 420.00 (4 hours)

Charge per month for new areas added per curb mile
(not to exceed 150% of the per-mile rate of the base bid)

\$ 42.00/month/curb mile

Pricing: Pricing is firm for 36 Months

Equipment:

List of all equipment to be used for servicing County CSA's:

<u>Item</u>	<u>Model / Capacity</u>
1.	Two (2) 2015 Tymco 600
2.	One (1) 2015 Elgin Broom

Equipment listed is PM10 compliant: Yes

Warranty:

Describe Warranty for services offered:

100% Satisfaction in accordance with requirements or re-sweep at no charge.

EXHIBIT B

PRICE AGREEMENT NO. 1147

General Terms and Conditions

1. PRICING

All prices shall be in accordance with the Schedule to which this Exhibit B is attached, for the initial term of the Agreement.

2. SCOPE OF WORK

Scope of Work shall be in accordance with Schedule A, which is attached.

3. ADDITIONAL SERVICES

The County reserves the right to negotiate with the Vendor to add additional services under this Agreement as deemed necessary. Such additions shall be made by written amendment signed by both parties.

4. INVOICING

- A. Itemized duplicate invoices shall be submitted to the identified County department(s) in accordance with invoicing instructions included in each purchase order referencing this Agreement.
- B. The applicable purchase order number must appear on all shipping documents and invoices.
- C. Invoice terms shall be 1% 10, Net 30.

5. MINIMUM ORDERS

- A. The minimum order unit per item shall be none, and the total minimum order shall be none.
- B. No guarantee is made that any minimum amount will be purchased.

6. AUTHORIZATION TO PERFORM

This Agreement is not an authorization to provide services. Performance in accordance with this Agreement shall be authorized only by written purchase order referencing this Agreement.

7. EXTENSION

This Agreement may be extended for additional time periods as agreed by the Vendor and the County and confirmed by written amendment signed by both parties.

8. CONFLICTING TERMS

In the event any terms or conditions in this Exhibit B, General Terms and Conditions, conflict with or are otherwise inconsistent with any of the terms or conditions in Master Terms and Conditions, the terms and conditions of this Exhibit B shall control.

EXHIBIT C
SPECIAL TERMS AND CONDITIONS



CITY OF FULLERTON

June 18, 2019

**RFP #180517-A - Street Sweeping Services
Special Terms and Conditions**

The following information is issued to clarify additional and mutually agreed-upon terms between CleanStreet and the City of Fullerton regarding RFP #180517-A - Street Sweeping Services

CleanStreet and the City of Fullerton ("City") agree to the following additional terms:

Staffing

CleanStreet agrees to hire any or all of the City's four (4) Motor Sweeper Operators ("MSO") for a six-month trial period. CleanStreet will assign the MSOs the same street sweeping routes as previously assigned by the City for at least one (1) year. MSOs hired by CleanStreet will continue to work the same schedule (working days and start and end times) as assigned by the City. Assignments may change after one (1) year. MSOs will continue to be employed by CleanStreet after the six-month trial period if employees meet performance expectations.

Hourly Pay and Benefits

Starting pay for all four (4) MSOs will be twenty-three dollars per hour (\$23.00); however, MSOs may be able negotiate higher pay based on experience and skill. CleanStreet will compensate MSOs twenty-three dollars per hour (\$23.00) for standby time. MSOs may be given raises depending on performance reviews. CleanStreet will issue paychecks to employees every other week.

CleanStreet employee benefits for the Motor Sweeper Operators include:

- 401K; employee contributions range from three (3) percent to fifty (50) percent; CleanStreet does not match 401k benefits
- Twenty-four (24) hours of sick time per year
- Forty (40) hours of vacation time per year; after three years of employment, employees accrue eighty (80) hours of vacation time per year
- Life and Accidental Death and Dismemberment insurance (\$25,000 coverage)
- Health, Dental, and Vision Insurance – Cost per employee, per paycheck, is as follows:

Coverage	Health - Kaiser	Health - Aetna	Dental – Aetna DMO	Dental – Aetna PPO	Vision - Aetna
Single (EE)	\$60.00	\$50.00	\$7.70	\$38.46	\$4.41
Two-Party (EE + Spouse)	\$342.91	\$344.34	\$15.60	\$77.92	\$8.38
Employee and Children (EE + Children)	\$247.04	\$241.50	\$19.21	\$95.94	\$8.82
Family (EE + Spouse + Children)	\$558.62	\$575.73	\$27.11	\$135.38	\$12.97

Equipment

CleanStreet will only use CNG-fueled street sweepers. CleanStreet will initially use a combination of new and used street sweepers. CleanStreet will assign all new sweepers to the City within six (6) months of the start of the contract.

Additional Service Costs

Should the City require CleanStreet to have sweepers on standby for special events, CleanStreet will charge the City one hundred dollars (\$100) per hour, per sweeper on standby.

The contract base sum does not include parking lot sweeping. Should the City require CleanStreet to sweep parking lots, CleanStreet will charge the City three ten-thousandths of a cent (\$.0003) per square foot, per occurrence, for parking lot sweeping.

Should the City implement additional alternate-side “street sweeping-no parking” signage, where parking is restricted at different days or times on opposite sides of the street, CleanStreet will charge the City twenty-five dollars and ninety-two cents (\$25.92) per curb mile for the additional alternate-side posted streets, in lieu of the proposed twenty dollars and twenty-five cents (\$20.25) per curb mile.

All costs for above additional services are subject to the same compensation terms as set forth in the RFP.

EXHIBIT D
CONTRACTOR'S BEST AND FINAL OFFER

Best and Final Offer

I. Total Annual Cost Form (52 Sweeps per Year) – City of Fullerton

- A. Day & Time = day of the week and the earliest start and latest end times
- B. Weekly Sweeps = 1
- C. Annual Sweeps = **52**
- D. Annual Curb Miles = Route Curb Miles x Annual Sweeps
- E. Per Route Rate = the fully-loaded costs to perform the Scope of Services requirements as modified by this schedule for each Route
- F. Total Annual Cost = Annual Curb Miles x Per Route Rate (**D x E**)

A	B	C	D	E	F
RTE#	Day & Time Per Routes-Detail	Route Curb Miles	Annual Curb Miles	Per Route Rate	Total Annual Cost (D x E)
1	Monday	136	7,072	\$20.25	\$143,208.00
2	Tuesday	157	8,164	\$20.25	\$165,321.00
3	Wednesday	141	7,332	\$20.25	\$148,473.00
4	Thursday	133	6,916	\$20.25	\$140,049.00
5	Friday	129	6,708	\$20.25	\$135,837.00
Totals for all above routes			36,192		\$732,888.00

Annual Per Curb Mile Cost (Annual Per Curb Mile Cost = Total Annual Cost / Annual Curb Miles)	\$732,888.00
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Continued on Next Page

Best and Final Offer

II. Unit Price Form for Additional Sweeps – City of Fullerton

- A. Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.
- B. Contractor is advised that the unit prices may enter into the determination of the contract award. Unit prices listed below refer to all services and include all Cost Components per Exhibit B, III.A.
- C. The unit prices quoted by Contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
- D. All work shall be performed in accordance with all requirements herein.

Additional Sweeps	
Scheduled Sweeps (new development, etc..) based on 52 Annual Sweeps	Curb Mile Cost \$20.25
Special Sweeps (special events, emergencies, etc.)	Curb Mile Cost \$20.25

EXHIBIT E
CERTIFICATES OF INSURANCE

EXHIBIT F
NOTICE TO PROCEED

City of Fullerton

CONTRACTOR'S NOTICE TO PROCEED

DATE: _____

CONTRACTOR: _____

Dear CleanStreet Inc.:

Pursuant to the City of Fullerton's Maintenance Services Agreement with CleanStreet Inc. approved on June 18, 2019, you are hereby notified to proceed with the contract work. Upon receipt of this notice, you are responsible for performing the contract work under the terms and conditions of the Agreement. Please commence work on August 5, 2019 ("Commencement Date").

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Sincerely,

Meg McWade
City of Fullerton
Public Works Director

I acknowledge receipt of this notice on _____ [date].

Authorized Signature of Contractor: _____

Title: _____

**CITY OF FULLERTON
AMENDMENT NUMBER ONE TO THE MAINTENANCE SERVICES
AGREEMENT WITH SWEEPING CORP OF AMERICA (SCA)**

THIS AMENDMENT NUMBER ONE ("Amendment") to the Maintenance Services Agreement is made and entered into by and between the CITY OF FULLERTON ("City") and SWEEPING CORP OF AMERICA or SCA ("Contractor").

RECITALS

A. WHEREAS, the City and Contractor entered into the Agreement on June 18, 2019 to perform street cleaning services in a Not to Exceed contract amount of \$750,000.

B. WHEREAS, the Contractor has not requested a Consumer Price Index (CPI) increase since the commencement of the Agreement.

C. WHEREAS, the Contractor requested a 5.8% increase to their contract amount on June 23, 2023 which equates to an annual average increase of 1.45% over the past four (4) years.

D. WHEREAS, the Contractor may increase its fees no more than once a year for the remaining term of the Agreement provided that no increase shall exceed the CPI for All Urban Consumers for the Los Angeles – Long Beach – Anaheim Area as stated in the Agreement.

E. WHEREAS, the data provided by the U.S. Bureau of Labor Statistics indicate a cumulative CPI of 13.99% from June 2020 to July 2023 which equates to an annual average CPI of 4.66%.

F. WHEREAS, the City finds the Contractor's request of a 5.8% increase to the contact amount appropriate and well justified.

G. WHEREAS, the City and Contractor desire to amend the contract amount due to Consumer Price Index and therefore, increasing the Not to Exceed amount to \$800,000.

H. WHEREAS, the City Council authorizes City Manager to approve increase request for the subsequent years for the two one-year extension periods as long as the requests do not exceed the CPI for All Urban Consumers.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Section 2.1 of the Agreement, "Compensation", is amended to supersede the fee amounts referenced in Exhibit C and D of the Agreement with the approved CPI increase request of 5.8%, bringing the Not to Exceed amount to \$800,000.

2. Except as set forth in this Amendment, all terms and provisions of the Agreement, as amended, shall remain in full force and effect.

3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.

4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts together with the Agreement and Amendment One shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers.

CITY OF FULLERTON



Public Works Director

Date: 10/6/23

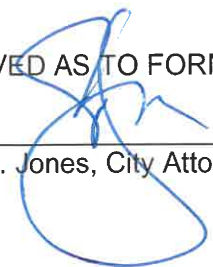
SWEEPING CORP OF AMERICA

Brad Becker

CEO / President

Oct 3, 2023
Date: _____

APPROVED AS TO FORM



Ricard D. Jones, City Attorney

Date: 10/10/23









Fullerton - Street Sweeping Contract Amendment One (1)

Final Audit Report

2023-10-03

Created:	2023-10-03
By:	Jerome Joaquin (jjoaquin@cityoffullerton.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMo2cN6oIEEgcCOM9kSAhe9p5d_-GR6LS

"Fullerton - Street Sweeping Contract Amendment One (1)" History

-  Document created by Jerome Joaquin (jjoaquin@cityoffullerton.com)
2023-10-03 - 5:45:41 PM GMT- IP address: 64.183.111.27
-  Document emailed to randerson@sweepingcorp.com for signature
2023-10-03 - 5:46:21 PM GMT
-  Email viewed by randerson@sweepingcorp.com
2023-10-03 - 5:48:05 PM GMT- IP address: 93.180.227.163
-  Document signing delegated to Brad Becker (BBecker@sweepingcorp.com) by randerson@sweepingcorp.com
2023-10-03 - 5:53:11 PM GMT- IP address: 209.214.192.147
-  Document emailed to Brad Becker (BBecker@sweepingcorp.com) for signature
2023-10-03 - 5:53:11 PM GMT
-  Email viewed by Brad Becker (BBecker@sweepingcorp.com)
2023-10-03 - 5:59:30 PM GMT- IP address: 172.124.159.106
-  Document e-signed by Brad Becker (BBecker@sweepingcorp.com)
Signature Date: 2023-10-03 - 7:35:12 PM GMT - Time Source: server- IP address: 172.124.159.106
-  Agreement completed.
2023-10-03 - 7:35:12 PM GMT

