



**Notice Requesting Proposals for Street Sweeping Services
Specification No. 5006-2021-SS**

The City of San Luis Obispo is requesting sealed proposals for services associated with the Street Sweeping Services Specification No. 5006-2021-SS.

All firms interested in receiving further correspondence regarding this Request for Proposals (RFP) will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>). **All proposals must be received via BidSync by the Department of Finance at or before 2:00PM on, November 19, 2021**, when they will be opened electronically via BidSync.

Proposals received after said time may not be considered. The preferred method of submission is electronically via BidSync. If you wish to send a hard copy to guard against premature opening, each proposal shall be submitted to the Department of Finance in a sealed envelope plainly marked with the proposal title, project number, proposer name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the project package.

A MANDATORY pre-proposal conference will be held to answer any questions that the prospective proposers may have regarding the City's request for proposals, and for the City to provide to proposers a facilities orientation program. **Failure to attend the pre-submittal meeting is cause for the proposal to be rejected.**

**City of San Luis Obispo Corporation Yard
25 Prado Rd, San Luis Obispo
November 3, 2021
At 10:00AM & 2:00PM**

Due to the Covid-19 pandemic, this meeting may be held outside, attendees are required to wear face coverings and maintain CDC social distancing guidelines.

Project packages and additional information may be obtained at the City's BidSync website at www.BidSync.com. Please contact **Greg Cruce** at (805)781-7264 or **Jeff Kline** at (805) 781-7030 with any questions.



The City of San Luis Obispo is committed to including disabled persons in all of our services, programs and activities. Telecommunications Device for the Deaf (805) 781-7410.

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A. INTRODUCTION

INTRODUCTION

The City of San Luis Obispo (City) has a full-time street sweeping program within the Public Works Department; however, the sweeping needs of the City have grown beyond what the current resources can address. The City is requesting proposals for street sweeping services to sweep and remove litter, leaves, dirt, and debris from streets, alleys, sidewalks, parklets, and protected bicycle/pedestrian improvements on a regularly scheduled basis. The City also has numerous residential development projects currently under construction which will need regular sweeping service once the City accepts these developments.

It shall be the contractor's responsibility to furnish at their own expense all tools, equipment, labor, supervision of such labor, material, and services necessary for the satisfactory performance of the work set forth in these specifications. The contractor agrees to comply with all applicable provisions of Federal, State and/or local laws governing the duties and obligation of businesses and employers.

B. SCOPE OF WORK

DESCRIPTIONS

A. Regularly scheduled Tasks:

1. Street Sweeping:

- a. The standards of performance by which the contractor is obligated to perform hereunder are the Street Cleaning Practice, by American Public Works Association, most recent edition.)
- b. Street sweepers will operate at suggested manufacturers sweeping speeds in accordance with local conditions and desired results. At no time may the street sweeper exceed 6 miles per hour while sweeping.
- c. The operator shall conduct its operations as to cause the least possible obstruction and inconvenience to public traffic.
- d. Sweeping will be done during daylight hours in all residential areas. Downtown and other commercial areas will be swept in early morning hours.
- e. The intersections (cross gutter areas) along with all scheduled streets are to be swept. All debris (including debris following inclement weather) along regularly scheduled routes, no matter what quantity, is to be removed (excluding massive storm debris).
- f. All streets that include raised center medians and center turn lanes shall include the sweeping of the center median perimeter and turn lane.

2. Downtown Leaf Litter Cleaning/Street Sweeping:

- a. Start at building face/back of sidewalk and use a gasoline or battery-operated blowers to blow all leaves, dirt, and other debris into the street to be removed by street sweeper.
- b. Remove all debris accumulated surrounding parklets and 12" within parklets outside edge.

3. Protected Bicycle and Pedestrian Improvements:

- a. Remove all leaves, dirt, and accumulated debris within the protected area by hand tools or a mechanical machine that can operate without damaging the delineating devices.
- b. Area to be swept clean after large debris is removed.

All sweeping debris must be disposed of by the Contractor in compliance with applicable laws.

B. Service Requirements

1. General:

The primary objective of street sweeping is to pick up all debris in the sweepers path to ensure the free flow of water in the gutter and to maintain the streets in a state of cleanliness. Contractor shall remove all debris from all streets every sweeping cycle. Items of excessive size, such as cardboard, palm fronds, large rocks, etc., shall be physically picked up and placed in the sweeper by the Contractor. Sweeping shall normally consist of a single pass over an area. Additional passes shall be made as necessary when conditions warrant special attention. Debris collection may require more than one pass to sufficiently clean the street. In addition, if sweeper is unable to capture debris, operator shall be required to physically pick up and remove debris or move debris into the path of the sweeper to ensure removal from the area being swept. This service shall be included in the unit curb-mile price at no additional cost to the City.

2. Experience:

The successful Contractor shall have at a minimum three (3) years' experience in Municipal Street sweeping having successfully undertaken contracts in at least 1 municipal jurisdiction.

3. Standard of Performance:

While the City will not provide field supervision of the Contractor's services, and it is the Contractor's responsibility to provide such supervision, the Public Works Director, or designee, will make the final determination as to whether the work has been satisfactorily completed and may order the Contractor to re-sweep areas not swept or cleaned in a satisfactory manner. In the event the results of a sweeping are considered unsatisfactory, the Contractor shall sweep or clean the unsatisfactory area again at no cost to the City, within twenty four (24) hours of request without interruption to the regular street sweeping schedule. Each time the Contractor fails to resweep a requested area within the required 24 hour period will result in a 5% deduction on the monthly contracted price. Upon inspection, if the City determines the level of sweeping is unsatisfactory, the City may request disposal weight tickets from the contractor.

4. Changes in Services:

During the term of this agreement or any extension thereof, the City may elect to increase or decrease the frequency or number of miles of street sweeping services. The said increase or decrease shall be by written change order to the Contractor. The unit price for change order sweeping shall be at the contract curb mile unit price specified in cost proposal as curb miles.

This contract is subject to Prevailing Wage Requirements

C. LOCATION AND FREQUENCIES OF WORK

A. Day and Time:

Routine sweeping shall be conducted Monday through Friday unless otherwise approved by the City. Standard operating hours for sweeping under this agreement shall be determined by the City and the Contractor. Arterial streets and commercial areas

shall be swept from 3:00 A.M. to 6:00 A.M. Residential areas shall be swept from 7:00 A.M. to 2:00 P.M. Some areas may be posted with different hours than noted above. It is the Contractor's responsibility to familiarize itself with these areas and adjust the sweeping schedule accordingly. Contractor shall complete all sweeping as scheduled; mechanical failure or personnel problems shall not be the acceptable reason for failure to comply. No changes to the sweeping schedule will be allowed without the prior approval of City.

B. Holidays:

All sweeping is to be done Monday through Friday except on the following Holidays:

New Year's Day
Labor Day
President's Day
Veterans Day

Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

During the week of a holiday, the Contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week. For sweeping missed due to the aforementioned holidays, Contractor shall arrange sweeping for another day within a five day working day period. Holiday sweeping schedules must be submitted to the City twenty (20) days prior to the holiday. No modification of this holiday schedule shall be effective unless authorized in writing by the Public Works Director.

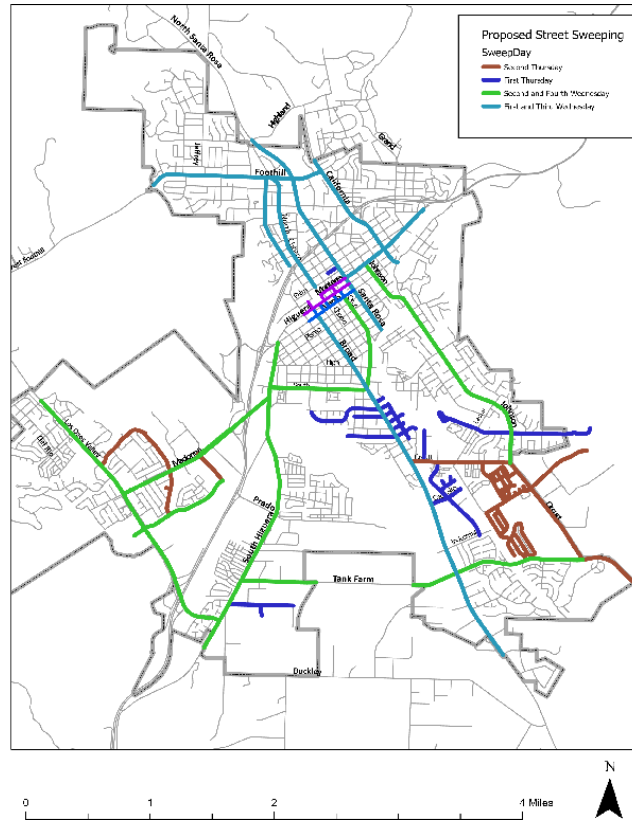
Street Sweeping:

Location	Frequency
Alphonso	First Thursday of the month
Capitolio	
Caudill	
Earthwood	
Frances	
Humbert	
Lawrence	
McMillan	
Miguelito	
Palm Street Alley	
Roberto	
Sacramento	
Sinshiemer Park Parking	
Southwood Dr.	
Via Estaban	
Victoria	
Woodbridge	
Anocona	Second Thursday of the month
Bantam	
Bettenford	
Cerro Cabillo	
Dalidio	
Hatchery	
Hillside	
Kilbern	

Lemon Grove	Second Thursday of the month
Mayfield	
Noveno	
Oceanaire	
Quarry	
Ranch House	
Righetti Ranch	
Roberto	
Rock Garden	
Sebright	
Sponza	
Stuart	
Tiburon	
Twin Creek	

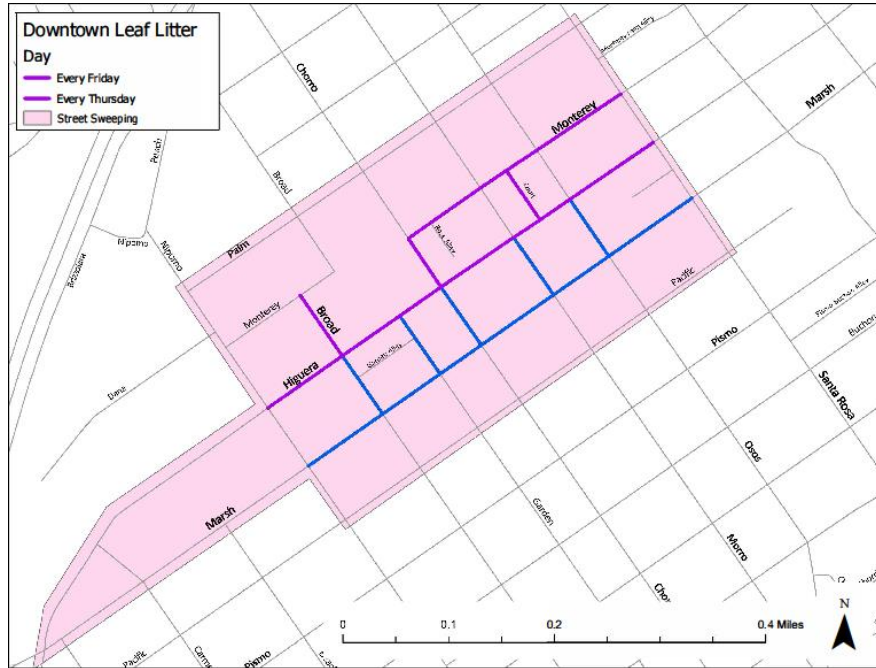
Broad	Second and Fourth Wednesday of each month
California	
Chorro	
Foothill	
Monterey	
Santa Rosa	

Froom Ranch	First and Third Wednesday of the month
Higuera	
Johnson	
Los Osos Valley Road (LOVR)	
Madonna	
Orcutt	
Santa Barbara/Osos	
South St.	
Tank Farm	



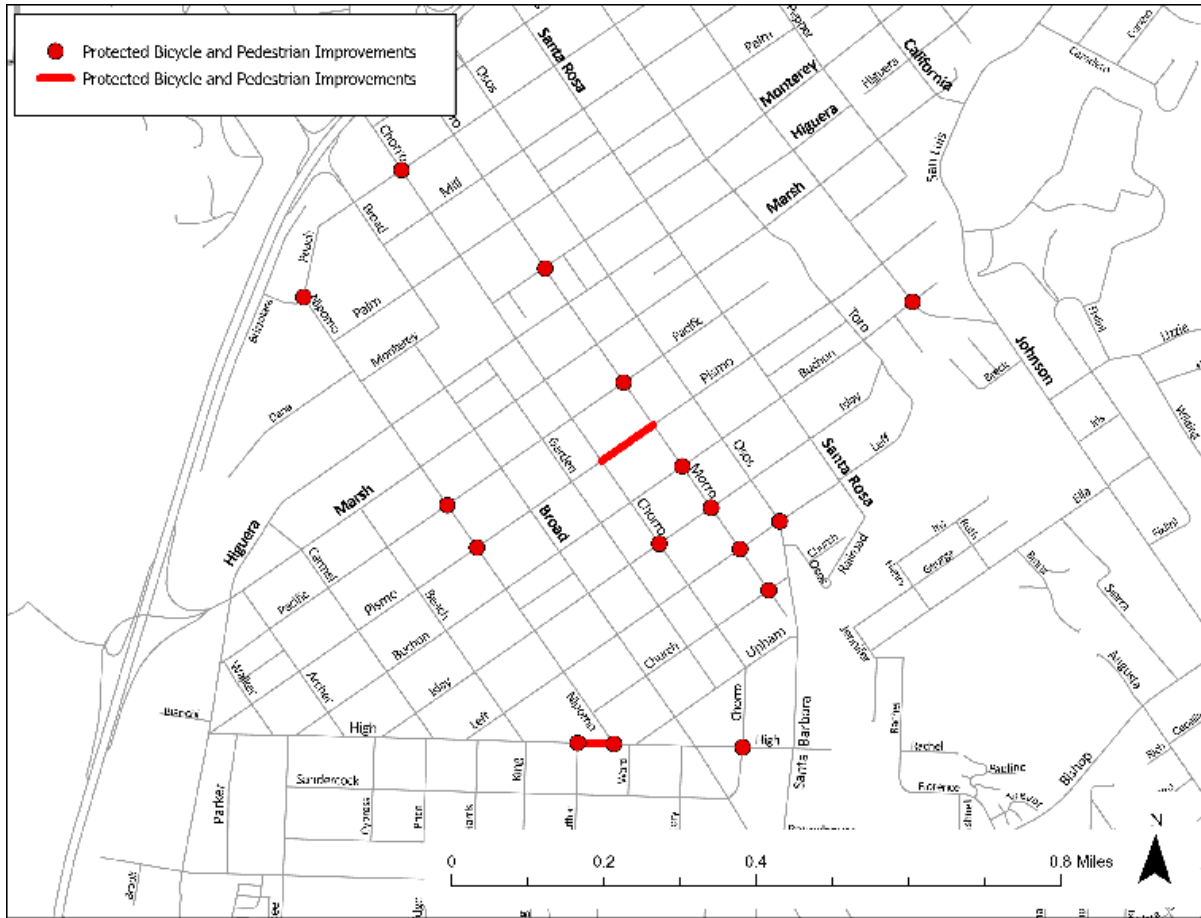
Downtown Leaf Litter/Street Sweeping:

Location	Frequency
Marsh (from Nipomo to Osos)	Every Thursday
Nipomo (between Marsh & Higuera)	
Broad (between Marsh & Higuera)	
Garden (between Marsh & Higuera)	
Chorro (between Marsh & Higuera)	
Morro (between Marsh & Higuera)	
Osos (between Marsh & Higuera)	
Higuera (from Higuera to Santa Rosa)	Every Friday
Nipomo (from Higuera to Monterey)	
Broad (from Higuera to Monterey)	
Garden (from Higuera to Monterey)	
Chorro (from Higuera to Monterey)	
Morro (from Higuera to Monterey)	
Osos (from Higuera to Monterey)	
Monterey (from Chorro to Osos)	



Protected Bicycle and Pedestrian Improvements:

Location	Frequency
Buchon & Johnson	First Tuesday of each month
Chorro & Islay	
Chorro & Peach	
Froom Ranch & L.O.V.R.	
High & Hutton	
High & Nipomo	
High & Chorro	
High St. (Nipomo – Hutton)	
Monterey & Morro	
Morro & Buchon	
Morro & Church	
Morro & Islay	
Morro & Leff	
Morro & Pacific	
Nipomo & Pacific	
Nipomo & Peach	
Nipomo & Islay	
Osos & Leff	
Pismo (behind k-rail Morro-Chorro)	



E. GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all the terms, and conditions of the Request for Proposals (RFP) project package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents in hard copy shall be enclosed in an envelope that shall be sealed and addressed to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. To guard against premature opening, the proposal should be clearly labeled with the proposal title, project number, name of bidder, and date and time of proposal opening. No FAX or emailed submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section H.
4. **Proposal Quotes and Unit Price Extension.** The extension of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A bidder may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested as the primary submitter in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.
7. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
9. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Contract Requirement.** The bidder to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.

CONTRACT PERFORMANCE

11. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section H of these specifications within 10 (ten) calendar days after notice of **contract** award as a precondition to contract execution.
12. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.
13. **Ability to Perform.** The Contractor warrants that it possesses all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.
The Contractor's employees shall be competent and qualified to perform the specified work and shall perform the specified work in an orderly manner. If the City's representative advises the Contractor that an employee is incompetent, unqualified, or disorderly, the Contractor shall remove that employee from the specified work for the duration of the contract. The Contractor shall not bring to the specified work locations any pets, children, or persons not employed under the contract.
14. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all **applicable** state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
15. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is **required** to pay.
16. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all **notices** necessary.
17. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
18. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

19. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the **City**, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
20. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United State pursuant to **the** Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
21. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of **persons** because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
22. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
23. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Contractor (Net 30).
24. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done, and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
25. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
26. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
27. **Hold Harmless and Indemnification.**
 - (a) **Non-design, non-construction Professional Services:** To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Contractor shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees

and costs of litigation ("claims"), arising out of the Contractor's performance or Contractor's failure to perform its obligations under this Agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(b) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

28. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
29. **Termination for Convenience.** The City may terminate all or part of this Agreement for any or no reason at any time by giving 30 days written notice to Contractor. Should the City terminate this Agreement for convenience, the City shall be liable as follows: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten (10) percent of the total purchase price; (b) for custom products, the less of a reasonable price for the raw materials, components work in progress and any finished units on hand or the price per unit reflected on this Agreement. For termination of any services pursuant to this Agreement, the City's liability will be the lesser of a reasonable price for the services rendered prior to termination, or the price for the services reflected on this Agreement. Upon termination notice from the City, Contractor must, unless otherwise directed, cease work and follow the City's directions as to work in progress and finished goods.
30. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the terminations thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall work scope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

SPECIAL TERMS AND CONDITIONS

1. **Contract Award.** Subject to the reservations set forth in Section E (General Terms and Conditions) of these specifications, the contract will be awarded to the lowest responsible, responsive proposer.

Proposal Evaluation and Contractor Selection. Proposals will be evaluated by a review committee using the following three-phase review, selection, and contract award process:

Phase 1 – Proposal Review

The review committee will review the general proposal forms submitted (Information about the Proposer, References, Statement of Past Contract Disqualifications, and Insurance Certificate). Three to five proposers will be selected for follow-up interviews based on 1) quality, clarity and responsiveness of the proposal 2) competence and qualifications necessary for successfully performing the work and 3) recent experience cpiin successfully performing similar services.

Phase 2 – Interviews and Contractor Selection

Selected proposers will be interviewed by the review committee. The purposes of this interview will be to 1) evaluate communication and interpersonal skills and 2) clarify and resolve any questions and issues about the proposal. Based on results of the interviews, the review committee will rank the proposers based on qualifications.

Phase 3 – Contract Award Recommendation

After ranking the proposers based on qualifications, the review committee will review the submitted price proposals for the ranked proposers. The review committee will then use this price information to further evaluate the proposals and select the best proposer based on a combination of qualifications and price. If the price proposal for the selected proposer is not within the range of acceptable prices, the review committee will negotiate with the selected proposer to establish an acceptable price. If negotiations are unsuccessful, the review committee will repeat the process with the next best proposer until an acceptable price can be established and the review committee can recommend that a contract be awarded.

2. **Sales Tax Reimbursement.** For sales occurring within the City of San Luis Obispo, the City receives sales tax revenues. Therefore, for bids from retail firms located in the City at the time of proposal closing for which sales tax is allocated to the City, 1% of the taxable amount of the bid will be deducted from the proposal by the City in calculating and determining the lowest responsible, responsive proposer.
3. **Labor Actions.** In the event that the successful proposer is experiencing a labor action at the time of contract award (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the lowest responsible, responsive proposer and to accept the next acceptable low proposal from a proposer that is not experiencing a labor action, and to declare it to be the lowest responsible, responsive proposer.
4. **Failure to Accept Contract.** The following will occur if the proposer to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a proposer's bond or security is required; and an award may be made to the next lowest responsible, responsive proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.
5. **Supplemental Purchases.** Supplemental Purchases. Supplemental purchases may be made from the successful proposer during the contract term in addition to the items listed in the Detail Proposal Submittal Form. For these supplemental purchases, the proposer shall not offer prices

to the City in excess of the amounts offered to other similar customers for the same item. If the proposer is willing to offer the City a standard discount on all supplemental purchases from its generally prevailing or published price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the proposal submittal.

6. **Contractor Invoices.** The Contractor will deliver a monthly invoice to the City with attached copies of detail invoices as supporting detail.
7. **Non-Exclusive Contract.** The City reserves the right to purchase the items listed in the Detail Proposal Submittal Form, as well as any supplemental items, from other vendors during the contract term.
8. **Unrestrictive Brand Names.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications given for any item. In the event an alternate brand name is proposed, supplemental documentation shall be provided demonstrating that the alternate brand name meets or exceeds the requirements specified herein. The burden of proof as to the suitability of any proposed alternatives is upon the proposer, and the City shall be the sole judge in making this determination.
9. **Delivery.** Prices quoted for all supplies or equipment to be provided under the terms and conditions of this RFP package shall include delivery charges, to be delivered F.O.B. San Luis Obispo by the successful proposer and received by the City within 90 days after authorization to proceed by the City.
10. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
11. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.
12. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City that clearly identifies the name of the contract and the contract specification number.
13. **City Representative.** The City's representative for all issues regarding the agreement for this specification shall be the representative listed for each location in Section II.
14. **Workhours.** The Contractor shall perform the specified work during the workhours listed in Section II for each location. The Contractor shall not perform any of the specified work outside of these workhours without the City representative's prior written consent. The Contractor shall not start work at a location until all scheduled activities or events are completed at that location.
15. **Contractor's Responsibility for Damage.** The Contractor shall replace or repair City property lost or damaged as a result of the Contractor's actions or negligence. The Contractor shall not be responsible for loss or damage caused by theft and vandalism by third parties, unless the theft or damage results from the Contractor's negligence.
16. **Approval of Materials.** The Contractor shall not use any material for the specified work without the City's prior written approval of that material. If requested, the Contractor shall furnish to the City without charge samples of materials for examination and testing.

17. **Toxic and Hazardous Materials.** The Contractor shall furnish to the City a list of all materials used for the specified work that are regulated by law as toxic or hazardous. With this list the Contractor shall include and maintain a Material Safety Data Sheet for each toxic or hazardous material at each site. The Contractor shall train its employees in the proper handling of any toxic or hazardous materials.
18. **Qualifications and Conduct of the Contractor's Employees.** The Contractor's employees shall be competent and qualified to perform the specified work and shall perform the specified work in an orderly manner. All staff employed in the work shall wear a shirt or jacket clearly identifying the Contractor's company. If the City representative advises the Contractor that an employee is incompetent, unqualified, or disorderly, the Contractor shall remove that employee from the specified work for the duration of the agreement. When performing the specified work the Contractor's employees shall not bring to the work locations any pets, any children, or any persons not employed under the agreement.

PROPOSAL CONTENT

1. **Proposal Content.** Your proposal must include the following information:

Submittal Forms

- a. Proposal submittal summary.
- b. Written acknowledgement of any issued addenda
- c. Certificate of insurance.
- d. References from at least three firms for whom you have provided similar services.
- e. Cost proposal sheet.

Qualifications

- f. Experience of your firm and those of sub-consultants in performing work and projects relevant to the Scope of Services outlined and described in the request.
- g. Statement and explanation of any instances where your firm or sub-consultant has been removed from a project or disqualified from proposing on a project.

Work Program

- h. Detailed description of your approach to completing the work.
- i. Services or data to be provided by the City.
- j. Services and deliverables provided by the Contractor(s).
- k. Any other information that would assist us in making this contract award decision.

Requested Changes to Terms and Conditions

- l. The City desires to begin work soon after selecting the preferred Consultant Team. To expedite the contracting process, each submittal shall include requested redlined changes to terms and conditions, if necessary.

Proposal Length

- m. Proposal length should only be as long as required to be responsive to the RFP, including attachments and supplemental materials.

2. **Phase 1- Proposal Evaluation and Selection.** Proposals will be evaluated by a review committee and evaluated on the following criteria:

- a. Understanding of the work required by the City.
- b. Quality, clarity and responsiveness of the proposal.
- c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
- d. Recent team experience in successfully performing similar services.
- e. Creativity of the proposed approach in completing the work.
- f. Value
- g. Writing skills.
- h. References.

- i. Background and experience of the specific individuals managing and assigned to this project.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

3. **Proposal Review and Award Schedule.** The following is an outline of the **anticipated** schedule for proposal review and contract award:

a.	Issue RFP	October 20, 2021
b.	Pre-Proposal Conference (MANDATORY)	November 3, 2021
c.	Receive proposals	November 23, 2021
d.	Complete proposal evaluations	November 30, 2021
e.	Conduct finalist interviews and finalize recommendation	December 7, 2021
f.	Execute contract	December 10, 2021
g.	Start work	December 15, 2021

4. **Pre-Proposal Conference.** A **MANDATORY** pre-proposal conference will be held at the following location, date, and time to answer any questions that prospective bidders may have regarding this RFP:

**City of SLO
Corporation Yard
25 Prado Road, San Luis Obispo
November 3, 2021
At 10:00 AM and 2:00 PM**

Due to the Covid-19 pandemic, this meeting will be held outside, attendees are required to wear face coverings and maintain CDC social distancing guidelines. Failure to attend the pre-submittal meeting is cause for the proposal to be rejected.

5. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.
6. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
7. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.
8. **Required Deliverable Products.** The Contractor will be required to provide:

- a. One electronic submission - digital-ready original .pdf of all final documents. If you wish to file a paper copy, please submit in sealed envelope to the address provided in the RFP.
- b. Corresponding computer files compatible with the following programs whenever possible unless otherwise directed by the project manager:

Word Processing:	MS Word
Spreadsheets:	MS Excel
Desktop Publishing:	InDesign
Virtual Models:	Sketch Up
Digital Maps:	Geodatabase shape files in State Plan Coordinate System as specified by City GIS staff
- c. City staff will review any documents or materials provided by the Contractor and, where necessary, the Contractor will be required to respond to staff comments and make such changes as deemed appropriate.

ALTERNATIVE PROPOSALS

9. **Alternative Proposals.** The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternative and discuss under what circumstances the City would prefer one alternative to the other(s).
10. **Attendance at Meetings and Hearings.** As part of the work scope and included in the contract price is attendance by the Contractor at up to [number] public meetings to present and discuss its findings and recommendations. Contractor shall attend as many "working" meetings with staff as necessary in performing work-scope tasks.
11. **Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the bidder and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided there for in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Contractor shall immediately notify the City in writing, and the Contractor and all subcontractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

SECTION G: FORM OF AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on [day, date, year] by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONTRACTOR'S NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on [date], City requested proposals for [], per Project No. 5006-2021-SS

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for said project;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from December 15 2021 to June 30 2025 or until termination of the contract in accordance with this agreement.
2. **INCORPORATION BY REFERENCE.** City Specification No. 5006-2021-SS and Contractor's proposal dated [date] is hereby incorporated in and made a part of this Agreement and attached as Exhibit A. The City's terms and conditions are hereby incorporated in and made a part of this Agreement as Exhibit B. To the extent that there are any conflicts between the Contractor's fees and scope of work and the City's terms and conditions, the City's terms and conditions shall prevail, unless specifically agreed otherwise in writing signed by both parties.
3. **Contract Extension.** The term of the contract may be extended by mutual consent for an additional 2 years.
4. **Cost Adjustments.** During the term of the agreement, beginning July 1, 2022, contract prices shall be modified by a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment. Under no circumstances shall the contract price increase more than five (5) percent from the prior contract year.

Example: The original contract price is \$1,000 per month. This price remains in effect until June 30, 2022. The Consumer Price Index/All Urban Consumers (CPI-U) increases by 2.5 percent between March 2021 and March 2022. On July 1, 2022 the contract price increases by 2.5 percent from \$1,000 per month to \$1,025 per month. The new contract price applies to work completed after July 1, 2022. This same process repeats the following year.

5. **CITY'S OBLIGATIONS.** For providing the services as specified in this Agreement, City will pay, and Contractor shall receive therefore compensation [REDACTED].
6. **CONTRACTOR/CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specifications.
7. **AMENDMENTS.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Public Works Director.
8. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.
9. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City	Name
	Dept.
	Address

Consultant	Name
	Title
	Address
	Address

10. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that everyone executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO:

By: _____
City Manager

APPROVED AS TO FORM:

CONSULTANT:

By: _____	By: _____
City Attorney	Name of CAO / President

SECTION H: INSURANCE REQUIREMENTS

Operation & Maintenance Contracts

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing required coverage. Original endorsements effecting general liability and automobile liability coverage are also required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION I: ACKNOWLEDGMENT OF SERVICE LEVELS

Acknowledgement. The undersigned declares that she or he has carefully examined Project No. 50200-2020-LS which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

(Designate with a ✓ mark if declining to propose)

Category / Service Level	Cost Proposal Submitted	Not proposing for this category
Street Sweeping/ Downtown Leaf Litter		
Protected Bicycle & Pedestrian Improvements		

SECTION J: PROPOSAL SUBMITTAL FORM

The undersigned declares that she or he has carefully examined Specification No. 5006-2021-SS which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

Street Sweeping:

Location	Frequency	Unit Price
Alphonso	First Thursday of the month	
Capitolio		
Caudill		
Earthwood		
Frances		
Humbert		
Lawrence		
McMillan		
Miguelito		
Palm Street Alley		
Roberto		
Sacramento		
Sinshiemer Park Parking		
Southwood Dr.		
Via Estaban		
Victoria		
Woodbridge		
Monthly Total		

Location	Frequency	Unit Price
Anocona	Second Thursday of the month	
Bantam		
Bettenford		
Cerro Cabillo		
Dalidio		
Hatchery		
Hillside		
Kilbern		
Lemon Grove		
Mayfield		
Noveno		
Oceanaire		
Quarry		
Ranch House		
Righetti Ranch		
Roberto		
Rock Garden		
Sebright		
Sponza		
Stuart		
Tiburon		
Twin Creek		
Monthly Total		

Location	Frequency	Unit Price
Broad	Second and Fourth Wednesday of each month	
California		
Chorro		
Foothill		
Monterey		
Santa Rosa		
Monthly Total		

Location	Frequency	Unit Price
Froom Ranch	First and Third Wednesday of the month	
Higuera		
Johnson		
Los Osos Valley Road (LOVR)		
Madonna		
Orcutt		
Santa Barbara/Osos		
South St.		
Tank Farm		
Monthly Total		

Downtown Leaf Litter/Street Sweeping:

Task	Unit Price
Thursday Leaf Litter/Street Sweeping	
Friday Leaf Litter/Street Sweeping	
Monthly Total	

Protected Bicycle and Pedestrian Improvements:

Location	Frequency	Unit Price
Buchon & Johnson	First Tuesday of each month	
Chorro & Islay		
Chorro & Peach		
Froom Ranch & L.O.V.R.		
High & Hutton		
High & Nipomo		
High & Chorro		
High St. (Nipomo – Hutton)		
Monterey & Morro		
Morro & Buchon		
Morro & Church		
Morro & Islay		
Morro & Leff		
Morro & Pacific		
Nipomo & Pacific		
Nipomo & Peach		
Nipomo & Islay		
Osos & Leff		
Pismo (behind k-rail Morro-Chorro)		
Monthly Total		

Additional Requested Cleaning:

Requested Equipment Labor	Unit Price
Street Sweeper Hourly Rate (2hr min)	
Street Sweeper Per Curb Mile	
Labor Hourly Rate (Broom/Blower (2hr min))	

Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

Contact	Phone

Signature of Authorized Representative

	Date
--	------

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name:_____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

- ***Do you have any disqualification as described in the above paragraph to declare?***

Yes No

- ***If yes, explain the circumstances.***

Executed on _____ at _____ under
penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Proposer Representative

