



990 Palm Street • San Luis Obispo • CA • 93401

Notice Requesting Proposals for

Street Sweeping Specification No. 50300-2010SW

August 2010

The City of San Luis Obispo is requesting sealed proposals for Street Sweeping pursuant to Specification No. 50300-2010SW. All proposals must be received by the Finance Department at 990 Palm Street, San Luis Obispo, CA 93401 by 3:00 P.M. on September 14, 2010.

Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted to the Public Works Department in a sealed envelope plainly marked with the proposal title, specification number, Contractor name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

Obtaining a Specification Package

- Download from the City's Web site www.slocity.org - Bids & Proposals page
- Pick up a copy of the RFP at the above address
- Mail a request to the City of San Luis Obispo Finance Department at the above address
- Fax a request to the City of San Luis Obispo at 805-781-7401 – include company name, street address, phone, fax, email and the name of the contact person.

Requests must include the RFP title and specification number.

A list of companies that have requested a copy of the proposal is maintained on the web page.

Detail information may be obtained by contacting Barbara Lynch at (805) 781-7191.

STREET SWEEPING
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DESCRIPTION OF WORK

Background:

The City is acquiring a new section of roadway from the Department of Transportation. As a result, the City Council has provided budget resources to contract out a portion of the City's street sweeping activities to prevent cuts in sweeping operations in other areas.

The City is requesting separate proposals to complete different area sweeping operations. Based on the cost of the proposals, the City will make a final selection for which area will be contracted.

Workscope:

Provide street sweeping service on a pre-determined schedule, removing litter, leaves, sand, dirt, and other debris from the street, with a wet, vacuum system sweeper.

Provide all tools, equipment, labor and materials necessary for the satisfactory performance of the work outlined above.

Dispose of all debris and provide weight tickets to the City for disposal.

GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (Contractor) shall meet all of the terms, and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the Contractor 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 shall be enclosed in an envelope that shall be sealed and addressed to Finance Department, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, specification number, name of Contractor, and date and time of proposal opening. No FAX 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 Contractor'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 F.
4. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
5. **Proposal Withdrawal and Opening.** A Contractor may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Finance Department for its withdrawal, in which event the proposal will be returned to the Contractor unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Contractors 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 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 Contractor submitting a proposal, or who has quoted prices on materials to such Contractor, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Contractors 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.
8. **Alternative Proposals.** When specifically requested, 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 alternatives, and discuss under what circumstances the City would prefer one alternative to the other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted.

CONTRACT AWARD AND EXECUTION

9. **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.
10. **Competency and Responsibility of Contractor.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Contractors. Contractors will provide, in a timely manner, all information that the City deems necessary to make such a decision.
11. **Contract Requirement.** The Contractor 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.
12. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section F of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
13. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license and tax certificate before execution of the contract. Additional information regarding the City's business license and tax program may be obtained by calling (805) 781-7134.
14. **Failure to Accept Contract.** The following will occur if the Contractor 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 Contractor's bond or security is required; and an award may be made to the next highest ranked Contractor with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

PROPOSAL CONTENT AND SELECTION PROCESS

PROPOSAL CONTENT

1. Submittal Forms

- a. Acknowledgement
- b. Certificate of Insurance
- c. References

2. Company Information and Qualifications

- a. Experience of your firm in performing similar services
- b. Experience of the staff to be assigned to the work in performing similar services
- c. Type of sweeper used for operation – include specification sheet and age
- d. Any other information that would assist us in making this contract award decision

3. Proposal Length and Copies

- a. Proposals should be the minimum length to provide the required information. Charts and other short form approaches to conveying information are encouraged.
- b. 2 copies of the proposal must be submitted.

PROPOSAL EVALUATION AND CONTRACTOR SELECTION

Proposals will be evaluated by a review committee and contract award process as follows:

4. Written Proposal Review and Award

Proposals will be reviewed by a selection committee and ranked in accordance with the responsiveness, qualifications and information from references. Cost proposals will be of secondary consideration once qualifications have been established.

Contract award will be based on a combination of factors that represent the best overall value for completing the workscope as determined by the City, including: the written proposal criteria described above; results of background and reference checks; and proposed compensation.

5. Proposal Review and Award Schedule

The following is an outline of the estimated schedule for proposal review and contract award:

Issue RFP.....	8/21/10
Receive proposals	9/14/10
Complete proposal evaluation.....	10/6/10
Award contract.....	10/20/10
Execute contract.....	10/29/10
Start work	11/8/10

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on [day, date, 2010 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [COMPANY NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor.

WITNESSETH

WHEREAS, on August 21, 2010, requested proposals for Street Sweeping per Specification No. 50300-2010SW.

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

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 the date of the Notice to Proceed to December 2012 or until termination of the contract in accordance with this Agreement.
2. **Contract Extension.** The term of the contract may be extended by mutual consent for an additional two years.
3. **Cost Adjustments.** During the term of the agreement, beginning July 1, 2011, contract prices shall be increased 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.
4. **Standard of Work.** Contractor performance shall conform to good street sweeping practices as defined in the latest edition of the American Public Works Association publication *Street Cleaning Practice*. Contractor is responsible to remove varying levels of debris throughout the year without additional compensation for high debris conditions.

Sweepers will operate at or below suggested manufacturer recommended sweeping speed to maximize removal of debris, including litter, leaves, sand, and dirt.

Contractor shall measure mileage. Contractor shall provide the City with the monthly mileage log with each billing. Payment will be withheld until documentation is received.

Contractor shall provide a contact phone number for all hours the equipment is operating.

If the sweeper regularly encounters areas that can not be swept due to parked vehicles, that information is to be provided to the City as soon as possible, but no later than with the next monthly billing.

Complaints received by the City regarding either the quality of the sweep or the equipment or operation of the sweepers will be conveyed to the Contractor. The Contractor shall provide a response to the City regarding the complaint within 24 hours of receipt.

If the Contractor fails to meet the requirements for sweeping to acceptable standards, as determined by the City, Contractor will be required to sweep the streets again within 48 hours, at no cost to the City.

5. **Sweeping Equipment.** Sweeper equipment shall be maintained in accordance with the manufacturer's recommendations, including dust prevention equipment such as baffles, screens, filters, seals, water spray. The Contractor shall provide maintenance records quarterly.

Street sweeping equipment shall be equipped with right hand mounted gutter brooms and sweeping shall occur in the same direction as normal traffic flow.

6. **Disposal.** Contractor is responsible for proper disposal of all debris in accordance with local, state, and federal regulations. Contractor shall provide the City with written documentation, including weight tickets from disposal facility, with each billing. Payment will be withheld until documentation is provided.
7. **Work Schedule.** The Contractor will be required to provide sweeping operations as identified in Exhibit A unless authorized in writing to vary from the approved schedule.

In the event sweeping is not possible due to heavy weather, equipment failure, or other unforeseen occurrences, Contractor shall notify the City within 4 hours. The City will make a determination at that time to substitute a sweeping at an alternate time or to skip a sweeping.

8. **Working Out of Scope.** If at any time during the term of the agreement, the Contractor is directed to do work by persons other than the City Contract Manager and the Contractor believes that the work is outside of the scope of the original contract, the Contractor shall inform the Project Contract immediately. Any extra work performed by Contractor without prior written approval from the City Contract Manager shall be at Contractor's own expense.

If the Contract Manager requests work outside of the original workscope, then a fee will be established for such work based on Contractor's hourly billing rates or a lump sum price agreed upon between the City and the Contractor.

9. **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 termination 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 service 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 completed to date.

The City reserves the right to delay any such payment, as may be determined at 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.

If, at any time during the term of the contract, the City determines that continued contract work is not feasible due to funding shortages or unforeseen circumstances, the City reserves the right to terminate the contract. Contractor will be paid compensation due and payable to the date of termination.

10. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, 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.
11. **Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the City, except that which is expressly identified in the Contractor's proposal. Any substitution of sub-Contractors must be approved in writing by the City.

12. **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.
13. **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.
14. **Record Retention and Audit.** For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Contractor and sub-contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to disposal of waste. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the City shall have the option of inspecting and/or auditing all records. Copies shall be furnished if requested.
15. **Conflict of Interest.** The Contractor shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract.

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 sub-contractor 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.

16. **Rebates, Kickbacks or Other Unlawful Consideration.** The Contractor warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of the warranty, the City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
17. **Covenant Against Contingent Fees.** The Contractor warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
18. **Compliance with Laws and Wage Rates.** 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.
19. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
20. **Permits, Licenses and Filing Fees.** The Contractor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Contractor's work.
21. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

22. **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.
23. **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.
24. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all sub-Contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
25. **Contractor Non-Discrimination.** In the award of subcontracts or in performance of this work, the Contractor agrees that it will not engage in, nor permit such sub-Contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.
26. **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. In preparing its proposal, the Contractor and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining the work site. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Contractor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Contractor. An ambiguity or defect shall be considered patent if it is of such a nature that the Contractor, 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 Contractor or sub-contractors to notify City in writing of specification 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 Contractor to achieve the project's objective or standard beyond the amounts provided therefore 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 specifications, or any other matter whatsoever, Contractor shall immediately notify the City in writing, and the Contractor and all sub-contractors 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.

27. **Indemnification for Professional Liability.** *To the fullest extent permitted by law, the Contractor shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and cost which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.*
28. **Non-Exclusive Contract.** The City reserves the right to contract for the services listed in this proposal from other Contractors during the contract term.
29. **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 City and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

The Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City and receipt of the City's written permission.

30. Contractor Invoices. The Contractor shall deliver a monthly invoice to the City, itemized by miles swept. Invoice must include a breakdown of hours billed and miscellaneous charges and any sub-contractor invoices, similarly broken down, as supporting detail. Invoice shall include monthly mileage, problem areas, and disposal documentation.

31. Payment. Contractor will be paid per mile swept for providing services as specified in this Agreement. City will pay and Contractor shall receive therefore compensation in a total sum not to exceed \$X per mile swept.

Payments shall be made on a monthly basis as invoiced by the Contractor for expenses incurred within the previous month.

32. 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).

33. Resolution of Disputes. Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City's Contract Manager and the City Director of Public Works, who may consider written or verbal information submitted by the Contractor. Not later than thirty days after the event giving rise to the dispute, the Contractor may request review by the City Council of unresolved claims or disputes, other than audit, in accordance with Chapter 1.20 Appeals Procedure of the Municipal Code.

Neither the pendency of a dispute, nor its consideration by the City will excuse the Contractor from full and timely performance in accordance with the terms of this contract.

34. Agreement Parties.

City:	Barbara Lynch City of San Luis Obispo 919 Palm Street San Luis Obispo, CA 93401	Contractor:	X
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All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as shown above.

35. Incorporation by Reference. City Request for Proposal dated August 2010 and Contractor's proposal dated X, are hereby incorporated in and made a part of this Agreement.

36. 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 City Engineer.

37. 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. 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, the said specification and incorporated documents.

Authority to Execute Agreement. Both City and Contractor do covenant that each individual 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:

CONTRACTOR:

Barbara Lynch, City Engineer

By:

Section E
PROPOSAL SUBMITTAL FORMS

ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined Specification No. 50300-2010SW
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in the specification and this proposal.

Firm Name and Address:		
Contact Name:		
Email:	Fax:	Phone:

Signature of Authorized Representative:	Date:

COST PROPOSAL

Estimated quantities shown are approximate. In the case of arithmetic discrepancy between item prices and total prices, item prices shall prevail of total prices for determining final unit cost for payment. The City will make the final selection of the Option for contract execution.

Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
Option A – Hwy 227 Sweeping (Frequency – Every 2 Weeks) (Time of Day – 5 AM to 6 AM)	Curb Mile	7		
Option B – Downtown Sweeping (Frequency – Every Friday) (Time of Day – 3 AM to 5 AM)	Curb Mile	5		

INSURANCE CERTIFICATE

_____ Insurance Company's A.M. Best Rating

Certificate of insurance attached

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

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Miles Swept / Other Services Provided:	

Reference No. 2

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Miles Swept / Other Services Provided:	

Reference No. 3

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Miles Swept / Other Services Provided:	

SAFETY RECORD

Describe incidents occurring within the **last 5 years** for the company's sweeping operations.

Date	Nature of Incident	Cause	Type
			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage > \$1,000 <input type="checkbox"/> Other
			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage > \$1,000 <input type="checkbox"/> Other
			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage > \$1,000 <input type="checkbox"/> Other
			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage > \$1,000 <input type="checkbox"/> Other
			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage > \$1,000 <input type="checkbox"/> Other
			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage > \$1,000 <input type="checkbox"/> Other
			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage > \$1,000 <input type="checkbox"/> Other
			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage > \$1,000 <input type="checkbox"/> Other
			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage > \$1,000 <input type="checkbox"/> Other
			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage > \$1,000 <input type="checkbox"/> Other

Attach additional sheets if needed.

INSURANCE REQUIREMENTS: Contractor Services

The Contractor shall procure and maintain for the duration of the contract 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 the Contractor, its agents, representatives, employees or sub-Contractors.

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

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 20 10 Prior to 1993 or CG 20 10 07 04 with CG 20 37 10 01 or the exact equivalent as determined by the City).
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.
4. Errors and Omissions Liability insurance as appropriate to the Contractor's profession.

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.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

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. The Contractor agrees to notify the City in the event that the policy is suspended, voided or reduced in coverage or limits. A minimum of 30 days prior written notice by certified mail, return receipt requested, will be provided.

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 maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. 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.

Section G
APPENDICES

Appendix 1: Location Map – Former Hwy 227 Route

Appendix 2: Location Map – Downtown Route

Former Hwy 227 Sweep Route



