

Request for Proposal (RFP)

SANITARY SEWER SYSTEM OPERATIONS AND MAINTENANCE



July 3, 2023

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1 Introduction

The City of East Palo Alto (City) recently applied to the San Mateo Local Agency Formation Commission (LAFCo) to establish the East Palo Alto Sanitary District (EPASD) as a subsidiary district to the City. As part of the LAFCo application process, the City must demonstrate how it intends to provide operation and maintenance of the existing EPASD facilities should LAFCo approve the City's subsidiary district application. The City previously published a Request for Qualifications for Sanitary Sewer System Operations and Maintenance Services (RFQ) to identify potentially qualified Contractors that may be invited to a separate, future Request for Proposal process. The City received one Statement of Qualifications (SOQ) from West Bay Sanitary District (WBSD) and City Council confirmed that WBSD is qualified to provide a proposal in response to this Request for Proposal (RFP).

1.1 City General Information and Governance

The following sections provide general information regarding the City governance structure and financial reporting requirements:

The City of East Palo Alto, incorporated in 1983, is the newest city in San Mateo County with a population of approximately 30,545 people. East Palo Alto is one of California's most vibrant and diverse communities located in the San Francisco Peninsula and nestled within the heart of Silicon Valley. East Palo Alto is centrally located to international travel and is a central location to major neighboring tech companies and employers. Priding itself on its unique and multi-cultural community, East Palo Alto consists of youthful, diverse, and hard-working individuals.

The City of East Palo Alto operates under a Council/Manager form of government. Its mission is to provide responsive, respectful, and efficient public services to enhance the quality of life and safety for its multi-cultural community. The City fiscal year begins on July 1 and ends on June 30. City Hall is located at 2415 University Avenue., East Palo Alto, CA 94303.

1.2 Background and City Intention

EPASD currently provides wastewater collection service to portions of the communities of Menlo Park and East Palo Alto, located in San Mateo County in the San Francisco Bay Area. EPASD operates and maintains the collection system in accordance with the requirements of the State Water Resources Control Board, as administered through the Statewide SSO Waste Discharge Requirements and RWQCB Sewer System Management Plan guidelines. EPASD's service area is primarily residential with several commercial and industrial parcels. EPASD's service area encompasses nearly 1.84 square miles. EPASD's collection system is a gravity system with approximately 70 percent of the existing pipelines being six-inch (6-in) diameter. The larger collector lines range between 8-in diameter and 24-in diameter including a siphon beneath the San Francisquito Creek.

All sanitary sewer flows are conveyed to the Palo Alto Regional Water Quality Control Plan (PARWQCP) where flows are treated and discharged to the San Francisco Bay. According to the existing agreement between City of Palo Alto (Palo Alto) and EPASD, EPASD has flow capacity rights to convey up to 3.06 million gallons per day (MGD) on an annual average flow (AAF) basis to the PARWQCP, which is equivalent to 7.64-percent of the total capacity. The agreement further indicates that Palo Alto will make available 2.9 MGD average dry weather flow (ADWF) capacity for EPASD's utilization.

The intent of this maintenance program is to obtain a qualified contractor who has the ability to develop and implement a comprehensive and effective operation and maintenance schedule using a map based Computerized Maintenance Management System (CMMS), apply adequate cleaning technique, provide preventive measures, respond to SSO and other emergency situations promptly, inspect the collection system via CCTV using NASSCO PACP standards, maintain and update the CMMS system, recommend repairs to collection systems, appropriately manage the entire sanitary sewer collection system, and maintain open communication with City staff at all times. The CMMS software is intended to aid Public Worlds personnel in furthering their goal of providing prioritized, responsive, professional, and cost-effective municipal services to the residents of the City. All work included in this proposal will be subject to prevailing wages.

1.3 Bidders List

Following the "Request for Qualifications SANITARY SEWER SYSTEM OPERATIONS" which closed on April 14, 2023, only the following bidders have been approved by the East Palo Alto City Council via Resolution 54-2023:

- West Bay Sanitary District

2 Scope of Work

The requested scope of services includes:

Task 1: Project Management and Reporting

- Preparation of a preliminary written operations and maintenance plan detailing routine and non-routine operation and maintenance to be performed in accordance with the EPASD Sanitary Sewer Management Plan (SSMP), State Water Quality Control Board (SWQCB) Statewide General Waste Discharge Requirements (WDR), Order No. 2006- 0003-DWQ, existing agreement with Palo Alto, and applicable Laws and Regulations. This preliminary operations and maintenance plan is anticipated to be for the initial six months of operation that will be revisited and updated by the Contractor. The operations and maintenance plan will include:
 - The contractor's recommended linear footage of pipe that will be flushed each month;

- The contractor's recommend linear footage of pipe and number of manholes that will be inspected each month; and
- Summary of communication protocols with the City.
- Preparation of a revised written operations and maintenance plan following the initial six months of operation to reflect modifications to recommended flushing program, inspection program, and identify any critical "hot spot" repairs that should be completed. The revised operations and maintenance plan will be reviewed with the City prior to the end of the initial six months of operation and will also identify requests to modification, if any, of the proposed costs (see Section 4.2.3 of this RFP for more details).
- Preparation and submittal of monthly operations reports in both electronic and hard copy format. Reports will include a description of all work performed within each month at each facility, metered flows, and anticipated or recommended repairs or upgrades to be made to any facility or equipment. Reports will generally be submitted within 15 days after the end of each monthly period.
- Preparation of an emergency operation plan for the system.
- Monthly management report that includes an executive summary, description of all work performed in the month, listing of any adverse conditions found or immediate actions required, list of SSOs including cause and actions taken, CMMS update status, work schedule for the following 90 calendar days, and recommendations for capital improvement or operational changes. The contractor will also perform an annual audit required by the SSMP, prepare finding, and submit the report to the City at the end of the calendar year.

All plans will be submitted in draft form to the City for review and comment within the first month of the contract. Contractor will update the plans to address City comments and issue the final plans within 10 business days of receipt of City's comments.

Task 2: Collection System Operations and Maintenance: Cleaning

Cleaning and Flushing of sewer mains will include, at a minimum, the following tasks:

- Contractor will submit an maintenance plan and schedule using the CMMS system for cleaning and flushing of ROW lines in the street within the first month of contract and provide updates on the 15th day of every month thereafter. Plan will be designed to reduce and eliminate stoppages, sanitary sewer overflows (SSO's), and sanitary sewer backups. Submit updated plan and schedule a month ahead of time indicating areas to be flushed and cleaned for City's review and approval.
- Contractor will be responsible for maintaining all sewer mains in the road right-of-way.
- Maintenance work will include thorough cleaning to remove and capture roots, debris, fats, oils, and grease. Contractor will provide traffic control as needed and

all labor and materials to flush and clean a minimum of amount of linear feet (measured in one direction) of pipe per month in accordance with the Contractor's operation and maintenance plan. The contractor will prioritize flushing and cleaning efforts to reduce the overflow incidents. The contractor will utilize high pressure jet flushing, power rodding, hand rodding and other methods to maintain the lines.

- The contractor will have the following equipment available at any given time for maintaining lines: I- High pressure jet flushing unit with a built in vacuum, I- power rodding machine, I- hand rodding setup.
- Contractor will utilize the City's manhole and segment numbering system when recording maintenance efforts in the CMMS system.
- Contractor will be required to provide monthly reports of all work performed including total sewer line footage cleaned and notify Town of problem areas needing attention and/or actions, including but not limited to missing manhole or mislabeled information from the City's map. Monthly reports to be received no later than the 15th day of the month following the performance of work
- Contractor will develop a hot spot list and flush and clean the sewers with a history of stoppages at regular intervals of 3, 6, or 12 months or more as necessary depending upon the frequency of recurring stoppages.
- Contractor will provide proactive and preventive sewer main maintenance to reduce and eliminate stoppages, sanitary sewer overflows (SSOs), and sanitary sewer backups.

Task 3: Collection System Operations and Maintenance: Inspection

CCTV Inspection of sewer mains and manholes will include, at a minimum, the following tasks:

- The goal of the CCTV program is to complete the minimum linear footage of inspection recommended by the contractor. Provide CCTV schedule a month ahead of time indicating areas to be cleaned and videoed for City's review and approval.
- After cleaning, the pipeline sections between manholes will be visually inspected by means of closed-circuit television camera. The inspection will be done one complete pipeline section at a time and the flow in the section will be suitably controlled. Video inspect, record and document the condition of the entire stretch of pipe from the upstream manhole centerline to the downstream manhole centerline including inspection of each manhole structure. The contractor will use NASSCO PACP rating system for rating all defects observed within each pipe segment. All CCTV data will be linked to the CMMS system daily as work is performed.
- Digital media recordings submitted to the City on a (one TB) hard drive. Two (2) hard drives will be needed and one will be submitted at the end of the first month

and the second will be submitted at the end of the second month at which time the contractor will pickup the first hard drive to be used on alternating months for the duration of the contract. Title to all the recordings will transfer to the City.

Task 4: Sanitary Sewer Overflow Responses

Sanitary Sewer Overflow (SSO) response will include, at a minimum, the following tasks:

- Contractor will respond to all SSOs.
- Contractor will enter SSO event details into the CMMS system.
- Contractor will first contact City staff, during off hours, when responding to a SSO.
- Contractor is required to respond to each SSO within one hour of receiving a report thereof and provide notification to all applicable regulating agencies within required timeframe , “Monitoring and Reporting Program” requirements from State Water Resources Control Board and “New Sanitary Sewer Overflow Notification Procedures (NP) for Sanitary Sewer Collection System” requirements from California Regional Water Quality Control Board.
- The contractor will be responsible for, but not limited to, providing traffic control as needed, containing the sewage spill, cleaning and disinfecting of the affected area of spill, relieving the stoppage and eliminating the cause of stoppage, installation of sandbags, barricades and signage, etc.. The contractor will make every effort to protect all drainage facilities and especially the waters of the State of California. If the sewage back up has caused property damage, coordinate with the City to engage the services of cleaning company.
- Contractor will document SSO events by taking photos and submit them with the written SSOs report to the Town via email within four-working-hours of completing the emergency response. (For example, if a SSO response is completed at 7pm on a Friday evening, the report will require to be submitted by 12pm on the following Monday.)
- Upon completion of emergency work, contractor will submit a report to the City estimating the gallons of sewer spilled, gallons retrieved, and volumes discharged to the waters of the State.
- Contractor will perform CCTV video inspection of the blockage area by the next business day of SSO incident, determine the cause of the SSO and provide a digital copy to the City within 24 hours of obtaining the CCTV data.
- The contractor will have the equipment available at any given time (within one hour of notification) for response to SSO’s including but not limited to a spill response vehicle equipped with spill containment materials (trash pump with hoses, containment material, cleanup materials, traffic control and warning signage, etc..). Other equipment needed following the initial SSO assessment

include: 1- mounted mini high pressure jet flushing setup, 1- power sodding machine, 1- hand sodding setup.

- The contract price paid for Bid Item #4 includes SSO response in the ROW per month of the contract regardless of the quantity of SSO's per month. The goal is to minimize the quantity and amount of SSO's throughout the SSCS by providing prioritized maintenance schedules to minimize the risk of SSO's throughout the system.

Task 5: Maintenance of CMMS Database and GIS Mapping

Maintenance of CMMS Database and GIS mapping will include, at a minimum, the following tasks:

- Contractor will propose CMMS software for use in maintenance record keeping and advanced planning for operation and maintenance. The database and mapping features within the CMMS will utilize the most current GIS assets contained in the GIS database. The contractor will deliver or make available reports on a monthly basis related to maintenance activities completed and planned for the coming month using the CMMS system. The contractor will provide one seat license and real time access to the CMMS software for the duration of the contract. The contractor will review past maintenance history to develop a Hot Spot list of segments that need to be cleaned more frequently. All future CCTV will also be linked to the CMMS system for quick access to the records. All cleaning, CCTV, PACP ratings, lateral locations, pipe conditions, changes and additions will be entered into the CMMS/GIS system in a timely manner. The contractor will utilize a CMMS software capable of exporting all maintenance history data on the sewer system into a database format. The contractor will deliver to the City a complete database export of all maintenance history upon completion or termination of the Contract Term.
- Contractor will assist the City to develop the annual Capital Improvement Program (CIP) by providing recommendations for point repair, pipe rehabilitation, pipe replacement, and other key capital improvements that are required to improve the capacity and reliability of the collection system to reduce the potential for SSOs. Contractor will provide its recommended CIP to the City at least one month in advance for the City and Contractor's agreed to CIP development meeting that will generally occur in the first quarter of the calendar year to allow City staff to develop the proposed annual budget for City Council review and approval.
- Contractor will utilize ESRI GIS ArcInfo mapping software (Version 10.3 or greater), or approved equal, for maintaining additions or corrections to the base map and database. The contractor will make up to 10 hours of corrections or additions to the map monthly with authorization by the City Engineer. The contractor will utilize a GIS mapping software capable of exporting all data on the sewer system into a shapefile format. The contractor will deliver to the City a

complete shapefile or file geodatabase export of all feature class layers upon completion or termination of the Contract Term.

Task 6: Inspection and Support Services

Inspection and Support Services will include, at a minimum, the following tasks:

- Provide Underground Service Alert (USA) mark out services of the EPASD sanitary sewer lines for 1) routine USA mark out notifications and 2) after hours emergency calls (4:30 pm – 8:30 am Monday through Fridays, and weekends, Saturdays and Sundays and Town observed holidays).
- Provide inspection services for sewer connections.
- Administer a Fats, Oils, and Grease (FOG) Compliance Program.
- In collaboration with the City, develop and administer a public outreach program including but not limited to description of routine maintenance activities, new service application process, sanitary sewer lateral inspection requirements, and other key items that the contractor may recommend.

3 Proposal and Project Timeline and Contacts

3.1 Key Dates (Subject to Minor Modifications) ¹

RFP Issued	July 3, 2023
Pre-Submittal Conference	July 12, 2023
Deadline for Respondents to Submit RFP Questions	July 21, 2023
Deadline for City to Respond to Submitted Questions via Addendum	July 28, 2023
RFP Due Date	August 11, 2023 at 4pm

3.2 Contacts

Please forward any questions regarding the RFP to Greg Henry, Senior Management Analyst, ghenry@cityofepa.org

The deadline to submit questions for this RFP is July 21, 2023 @ 4 PM. The City will issue an addendum to this RFP no later than July 28, 2023, with all questions/answers that were submitted prior to the deadline.

¹ Any changes to the timeline will be documented via a published addendum.

4 Proposal Guidelines

4.1 General Guidelines

Failure to comply with the requirements set forth in this RFP may result in disqualification. Submissions and/or modifications received after the hour and date specified above will not be accepted. Submitted Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. No handwritten notations or corrections will be allowed. The responding Contractor is solely responsible for all costs related to the preparation of the Proposal.

The City reserves the right to reject all Proposals and to waive any minor informalities or irregularities contained in any submission. Acceptance of any submission submitted pursuant to this RFP will not constitute any implied intent to enter into a contract.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from Contractors, or to allow corrections of errors or omissions. At the discretion of the City, Contractors submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all Proposals submitted and to use any idea(s) in a Proposal regardless of whether that Proposal is selected. All Proposals, including any materials submitted as part of this RFP process, are presumed to be public records and may be released pursuant to applicable law after a contract is fully executed with the City. Contractors are therefore discouraged from submitting confidential or privileged (e.g., trade secret) information as the City may be required to produce such information without prior notice to the Contractor. Submission of a Proposal indicates acceptance by the Contractor of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Contractor selected.

Each proposal will adhere to the following order and content of sections. Proposals should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

4.2 Proposal Sections

4.2.1 Letter of Transmittal

A signed letter of transmittal briefly stating the Contractor's understanding of the work to be completed, the commitment to perform the work, and a statement why the Contractor

believes itself to be the best qualified to perform the engagement. List all subcontractors, if any.

The letter will make a declarative statement that the Contractor has reviewed all aspects of the RFP including the City’s insurance requirements, the City’s proposed contractor services agreement (Attachment A), and agrees with these documents. If the Contractor has concerns, those concerns will be identified in the letter.

4.2.2 Technical Response

The Proposal will address all scope items identified in Section 3 of this RFP. The proposal will be prepared simply and economically, providing a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of this RFP. While additional data may be presented, the following subjects must be included and will represent the criteria against which the proposal will be evaluated:

- Written scope of services demonstrating the contractor’s approach to deliver the requested scope of services.
- Additional tasks that contractor recommends be included in the scope of services to meet the level of service described in this RFP.
- Description of number of staff, equipment, and supplies that will be provided by the contractor to deliver the requested scope of services.
- Other key information deemed necessary by the contractor.

4.2.3 Cost Proposal

Complete the Price Proposal on the following page based on the Measurement and Payment description included following the table:

Sanitary Sewer System Operations, Maintenance, and Management Services				
Bid Item	Quantity	Unit	Unit Price	Item Total
Task 1: Project Management and Reporting	1	Month		
Task 2: Operation and Maintenance: Cleaning	1	Linear Feet		
Task 3: Operation and Maintenance: Inspection	1	Linear Feet		
Task 4: Sanitary Sewer Overflow Response	1	Month		
Task 5: Maintenance of CMMS Database and GIS Mapping	1	Hour		
Task 6: Inspection and Support Services	1	Hour		

Measurement and Payment:

- Bid Item No. 1: Develop initial plans described in the scope of services, maintain each month, and provide all required reporting to the City outlined in the scope of services. Measurement and payment for this bid item will be paid per month of service rendered.
- Bid Item No. 2: Implement the cleaning and flushing program recommended by the contractor. No segment will be repeated until all mainlines are cleaned and flushed once, with the exception of any hot spot schedules developed by the contractor and approved by the City. The contract price paid for this Bid Item will include traffic control, all labor, material, preparation and clean-up work, documentation and reporting, entering details in the CMMS, and all other items necessary to provide the services required. Measurement and payment for this bid item will be paid per linear foot of pipe cleaned and entered into the CMMS system.
- Bid Item No. 3: Implement the CCTV inspection program recommended by the contractor. No segment will be repeated until all mainlines are cleaned and flushed once, with the exception of any hot spot schedules developed by the contractor and approved by the City. The contract price paid for this Bid Item will include traffic control, all labor, material, preparation and clean-up work, documentation and reporting, entering details in the CMMS, and all other items necessary to provide the services required. Measurement and payment for this bid item will be paid per linear foot of pipe inspected, rated per PACP standards, and entered into the CMMS system.
- Bid Item No. 4: Respond to SSOs and comply with notification requirements established by the State and Regional Water Quality Control Boards. The contract price paid for this Bid Item will include traffic control, all labor, material, preparation and clean-up work, documentation and reporting, entering details in the CMMS, follow up CCTV inspections of the problematic sections to investigate and determine the cause of the overflow and all other items necessary to provide the services required. Clean-up work will include but not be limited to using all reasonable efforts to recover as much of the SSO as possible. Checking the mainline and the lateral is included in this bid item. Measurement and payment for this bid item will be paid per linear foot of pipe inspected, rated per PACP standards, and entered into the CMMS system. Measurement and payment for this bid item will be paid per month of service rendered regardless of the number of SSOs.

Bid Item No. 5: The GIS line, point and polygon features for the sewer system will need to be modified on a monthly basis to incorporate new CIP projects and discrepancies/clarifications found in the field. All GIS changes will be tracked in a spreadsheet format indicating the type of changes, location, time to complete each edit, and who made the edit to the system. Measurement and payment for this bid item will be paid per hour.

Bid Item No. 6: Provide on-call USA response services, sewer lateral inspection, administer FOG compliance program, and support the City, as requested, for the public outreach. Track all services in a spreadsheet format indicating the task performed, time to complete, and who provided the service. Measurement and payment for this bid item will be paid per hour.

4.3 Submission Requirements

4.3.1 General Requirements

Cost proposals must be delivered, in hard copy, in person or by mail to the City to:

City of East Palo Alto
Office of the City Clerk – BID Sanitary Sewer O&M Services
James Colin, City Clerk
2415 University Avenue, 2nd FL
East Palo Alto, CA 94303

All Proposals should be limited to no more than 30 pages including titles, cover letters, resumes, and other information deemed necessary by the potential Contractor to demonstrate its experience.

5 Evaluation Process and Selection Criteria

The project's core implementation team, comprised of City staff, will be responsible for the Proposal evaluations. This team, in accordance with the criteria listed below, will evaluate all Proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed.

The City maintains the sole and exclusive right to evaluate the merits of the proposals received. The City will consider the ability, capacity, skill, character, integrity, reputation, judgment, expertise, in addition to previous and current quality of performance, compliance with applicable laws, and bidder's financial resources, ability to perform under contractor and provide future maintenance or service related to the contract, in the awarding a contract for the project.

The City will undertake the following evaluation process:

- The City will review and evaluate all submitted documents received in response to the Proposal.
- After the submittals are evaluated and ranked, the City, at its sole discretion, may elect to interview (including a demonstration of capabilities) one or more respondents. Please note that respondents may be asked to submit additional documentation. In addition, the City reserves the right to establish a shortlist of Contractors without conducting interviews.

6 General Conditions

Contractors are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a Proposal, Contractor represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Contractor has conducted such additional investigation as it deems necessary and convenient, that Contractor is capable of providing the services requested by the City in a manner that meets the City's objectives and specifications as outlined in this RFP, and that Contractor has reviewed and inspected all materials submitted in response to this RFP. Once the Contractor has been selected, a failure to have read the conditions, instructions, and specifications herein will not be cause to alter the contract or for Contractor to request additional compensation.

6.1 Non-Discrimination Requirement

By submitting a proposal, the Contractor represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition and will comply with the City of East Palo Alto's Policy Against Discrimination, Harassment, and Retaliation adopted by the East Palo Alto City Council on December 21, 2004.

Contractor and its subsidiaries will comply with all applicable federal, state, and local laws, rules and regulations regarding nondiscrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition, or physical handicap. Contractor agrees to abide by the City of East Palo Alto's Policy Against Discrimination, Harassment, and Retaliation adopted by the East Palo Alto City Council on December 21, 2004.

6.2 Indemnification

Contractor shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Contractor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of

or in connection with Contractor's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

6.3 Insurance

Below is the City's general insurance requirements. The City reserves the right to require additional insurance if required by the unique nature of a future agreement for Sanitary Sewer System Operations and Maintenance.

- **Commercial General Liability Insurance:** Contractor's General Liability insurance shall include contractual liability coverage. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000), in aggregate or Three Million Dollars (\$3,000,000) combined single limit bodily injury and property damage for each occurrence. Contractor shall provide the City with certificates of insurance and copies of additional insured and primary coverage endorsements evidencing the insurance coverage required by this Agreement.
- **Automobile Liability Insurance:** Contractor shall take out and maintain during the life of this Agreement such Automobile Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for any one (1) person, and One Million Dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage. Contractor shall provide the City with certificates of insurance and copies of additional insured and primary coverage endorsements evidencing the insurance coverage required by this Agreement.
- **Worker's Compensation and Employer's Liability Insurance:** Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".

- **Professional Liability Insurance:** Contractor shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of Contractor pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) per claim. The professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- **Broader Insurance Coverage:** If Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.
- **Additional Insured Status:** The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors, and volunteers shall be named as additional insureds on any such policies of comprehensive general and automobile liability insurance.
- **Primary and Non-Contributory Coverage:** Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). All certificates and endorsements are to be received and approved by the City Attorney's Office at least five days before Contractor commences work to be performed pursuant to the agreement.

6.4 Conditions of Proposal Acceptance

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a Proposal in response to this RFP, or to procure or contract for any services. The City reserves the right to: waive any minor irregularities or informalities contained within an RFP, and/or reject any or all proposals received as a result of this request, and negotiate with any qualified contractor, or to cancel the RFP in part or whole. The City reserves the right to award in whole or in part, by item or group of items, by section or geographic area, when such action serves the best interests of the

City. The City and Contractor may agree to add additional areas to the contract by mutual agreement later. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.

NOTE: All proposals and related materials submitted in response to this RFP/RFQ will become property of the City and as such may be disclosed in accordance with applicable law, including without limitation the California Public Records Act, without further notice to the bidder. By submitting any proposal or related materials, bidder is advised and acknowledges that nothing submitted or provided by the bidder is privileged, confidential, proprietary, or protected in any manner by patent, trademark, trade secret, copyright, or otherwise constitutes intellectual property of the bidder or some third party.

Attachment A

City of East Palo Alto Standard Contractor and Professional Services Agreement