



**Public Works Department
City of East Palo Alto**

**REQUEST FOR PROPOSAL (RFP)
FOR PROFESSIONAL SERVICES**

Street Sweeping

RFP submittal deadline: **2:00 P.M.**
Wednesday, November 23, 2022

Contract Administrator: **Ben Zarrabi**
cleancity@cityofepa.org
(650)853-3189

Hard copy proposal submittals shall be delivered to:

**CITY OF EAST PALO ALTO
1960 TATE STREET
EAST PALO ALTO, CA 94303
ATTN: BEN ZARRABI**

REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES

TITLE: Street Sweeping

1. INTRODUCTION

The City of East Palo Alto's Public Works Department is seeking proposals from qualified firms to provide professional services for Street Sweeping to be performed throughout the City of East Palo Alto. The required services and performance conditions are described in the Scope of Work (or Services).

2. Exhibits

The exhibits below are included with this Request for Proposals (RFP) for your review and submittal:

- Exhibit A – Scope of Work/Services
- Exhibit B – Insurance Requirements
- Exhibit C – Sample Table, Qualifications of Firm Relative to City's Needs
- Exhibit D – Cost Proposal Form
- Exhibit E – Standard Contract and Agreement

3. INSTRUCTIONS TO PROPOSERS

3.1 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.1.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- 3.1.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.1.3 Represent that all information contained in the proposal is true and correct.
- 3.1.4 Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.1.5 Acknowledge that the City has the right to make any inquiry it

deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.2 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 1:00 p.m., Wednesday, November 16, 2022. Correspondence shall be addressed to Ben Zarrabi, Contract Administrator, City of East Palo Alto, 1960 Tate Street, CA 94303 or e-mailed to cleancity@cityofepa.org. Responses from the City will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

3.3 Submission of Proposals

All proposals shall be submitted to:

City of East Palo Alto
1960 Tate Street
East Palo Alto, CA 94303
Attn: Ben Zarrabi

Proposals must be delivered no later than 2:00 p.m. on:

- Wednesday, November 23, 2022.

All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit three (3) copies of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked, "RFP FOR PROFESSIONAL SERVICES: STREET SWEEPING." The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged. Please do not submit proposals in plastic binders.

3.4 Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

3.6 Rights of the City of East Palo Alto

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;

- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City; and/or
- Enter into an agreement with multiple Proposers for services delineated herein.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

4. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows

RFP issued (latest)	5:00 pm, Thursday, November 10, 2022
Deadline for questions, clarifications	1:00 pm, Wednesday, November 16, 2022
Answers provided to questions	5:00 pm, Friday, November 18, 2022
Proposals due	2:00 pm, Wednesday, November, 23, 2022
Finalist identified	5:00 pm, Monday, November 28, 2022
Consultant selection and contract preparation	Wednesday, November 30, 2022
Contract awarded (City Council)	Thursday, December 15, 2022
Work commences	January 1, 2023

5. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer’s understanding of the City’s requirements and its approach to successfully provide the services on time and within budget. Only that information which is essential to an understanding and evaluation of this proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.

5.1 Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

5.2 Chapter 2 – Profile on the Proposing Firm(s)

a. This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, vehicle staging location, staffing and equipment capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

b. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

c. Include any public project related consumer complaints posted to the Better Business Bureau within the last five years, along with remedies proposed to address said complaints and any actions taken by the Prime Proposer or their subcontractors to remedy the complaints or correct business policies to reduce or eliminate future complaints.

d. Prime Proposer may wish to include any online websites that provide consumer reporting or feedback, along with links for City reviewers to consider. If Prime Proposer's firm has conducted similar services for the City, provide a list of complaints along with recommended improvements to the services rendered. If the Prime Proposer's firm has conducted similar services for other agencies in the Bay Area, this information may be also considered, if provided in the proposal.

e. Prime Proposer shall indicate maintenance schedule of street sweepers that would be utilized to meet this contract, along with the criteria that will enable the City to assess whether the existing fleet of street sweepers is adequate to ensure the mechanical functioning of the street sweeper will provide effective, efficient and consistent street sweeping services on an ongoing basis and a timely manner.

5.3 Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Proposer's (and, if applicable, sub- Proposer's) qualifications and previous experience on similar or related projects. Provide in a table format (see Sample Table, Exhibit C) descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of client's to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project, staffing and equipment reliability and back-up options in case of illness or vehicle failure.

5.4 Chapter 4 – Work Plan or Proposal

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.

5.5 Chapter 5 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other contracts and which may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City. The use of mobile applications and mapping tools to better inform the community of street sweeping service would be provided higher ranking points.

5.6 Chapter 6 – Project Staffing

a. This Chapter shall discuss how the Proposer intends to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

b. Prime Proposer shall provide relevant information to ensuring a consistent, fully-trained and qualified street sweeper driver will be available throughout

the life of the contract, as well as a back-up driver with similar qualifications. Supervisors and Managers should also be included here. Prime Proposer shall provide information related to a hiring process designed to ensure the ongoing excellent service is provided, along with any incentives provided to encourage staff retention and ongoing excellent service throughout the contract.

5.7 Chapter 7 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to the City’s RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Exhibit E – “Standard Agreement”. Items not excepted will not be open to later negotiation.

5.8 Chapter 8 – Proposal Costs Sheet and Rates (Optional to provide in separate sealed envelope)

- a. The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm’s competency in performing for the project, and provides staff with tools to negotiate the cost, provided in a table format (See Table, Exhibit D). Consultant shall provide the following information:
 - Direct labor rates for proposed staff (prevailing wage Teamster Group 3 level is required, with appropriate training and experience);
 - Overhead rate and breakdown of overhead elements;
 - Subconsultant billing rates and mark-up percentage for ODC’s (other direct costs); and identify all reimbursable expenses;
 - Cost of water for dust control;
 - Cost associated with disposal for street debris collected by sweeper;
 - Most recent complete financial instrument that would establish Proposer’s ability to complete the obligations of the contract resulting from this solicitation (optional).
- b. This Chapter shall include all the proposed costs to provide the services desired. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the City. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work.
- c. PLEASE NOTE: The City of East Palo Alto does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

6. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a *not-to-exceed budget per task* form of contract. A Standard Agreement of Services is provided as Exhibit E. The method of payment to the successful Proposer shall be on a *per task* basis with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence materials, and any subcontracted items of work. Progress payments will be based on a percentage of project completed, most commonly, monthly.

Possible future amendments shall include an optional increase to the annual compensation rate of up to the annual United States Consumer Price Index.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Exhibit B. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Exhibits.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

Insurance Requirements

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Exhibit B.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Risk Manager of the City of East Palo Alto as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

7. REVIEW AND SELECTION PROCESS

City staff will evaluate the proposals provided based on the following criteria:

- 7.1 Quality and completeness of proposal;
- 7.2 Quality, performance and effectiveness of the services to be provided by the Proposer;
- 7.3 Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- 7.4 Proposer's financial stability;
- 7.5 Proposer's ability to perform the work, reliably, on schedule, and within the time specified;
- 7.6 Proposer's prior record of performance with city or others;
- 7.7 Proposer's ability to provide future maintenance, repairs parts and/or services;
- 7.8 Proposer's compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor; and

The selection committee will make a recommendation to the awarding authority based on the criteria listed above. The City will negotiate and review costs with the highest rated proposer. The acceptance of the proposal will be evidenced by written Notice of Award from the City's Purchasing/Contract Administration Division to the successful Proposer.

8. PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of the City of East Palo Alto. At such time as the Community and Economic Development Department provides a recommendation to the City Manager or to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of East Palo Alto may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or

“Proprietary,” the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

9. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

10. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

10.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;

10.2 Any attempt to improperly influence any member of the evaluation team;

10.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;

10.4 Evidence of incorrect information submitted as part of the proposal;

10.5 Evidence of Proposer’s inability to successfully complete the responsibilities and obligation of the proposal; and

10.6 Proposer’s default under any previous agreement with the City, which results in termination of the Agreement.

11. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non- acceptance of the proposal, at the sole discretion of the City.

12. GRATUITIES

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the city. No city employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a city contract.

13. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- 13.1 The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor in the ultimate procurement.
- 13.2 The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

~ End of Section ~

Exhibit A

SCOPE OF SERVICES TO BE PERFORMED

DEFINITIONS AND TERMS

City - City of East Palo Alto, California.

Contract Documents - The Proposal, the Specifications and Plans, the Bond for Faithful Performance and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

Contractor - The person, corporation or partnership performing street sweeping services under contract with the City.

Curb Mile - Curb mile shall be defined as the distance the sweeping machine travels with an effective sweeping width of eight (8) feet from the curb face along an improved street.

Leaf Season - The four months of the year when leaf fall is the heaviest. This period typically runs from October 15th until February 15th. This timeframe is subject to change, and will be communicated to the contractor by the Assistant City Manager or his/her designee.

Non-Leaf Season - The eight months of the year where leaf fall is not expected to be heavy. This period typically runs from February 16th through October 14th. This timeframe is subject to change, and will be communicated to the contractor by the Assistant City Manager or his/her designee.

Street Debris - All loose, inert, dry waste material including refuse, dirt, rocks, sticks, sand, glass, metal fragments, cans, bottles, leaves and typical street litter. Street debris does not include waste materials in the catch basins of storm sewers.

Sweeping Path - Specified paved surface distance from curb line or pavement edge in which Scheduled Service is to be performed.

Scheduled Service - Sweeping frequency as defined in the contract documents which must be performed on the schedule set forth in the contract documents.

Unscheduled Service - That service which can be requested by the City to be performed outside the bounds of the scheduled service which can be anticipated a minimum of twenty-four (24) hours in advance

Emergency Service - That service which can be requested by the City to be performed outside the bounds of the scheduled service within two (2) hours of being notified to provide such service.

Background

The City is seeking street sweeping contractor services to sweep the City's residential and light commercial streets at the frequencies described below. Contractor shall also collect and transport the sweeping debris and material to a location approved by the City; the City will pay the disposal fees to the contractor on a monthly basis, at a rate set forth in this proposal, or as amended by future contract agreement. Contractor shall also provide additional services as requested by the City that includes: 1) Emergency responses; 2) other unscheduled services; and 3) additional debris management and transportation services. Parking lots and garages are not included in scheduled service through this RFP, but may be included as unscheduled service request, as needed.

This RFP may include expansion of services in future years to accommodate additional service miles. The City, at its sole discretion, will determine the feasibility of expansion of services. Potential expansion of services will be included in Unscheduled Services.

CONTRACTOR QUALIFICATIONS

The Contractor bidding on this project must have at least five years of experience providing street sweeping services, preferably for a City comparable to East Palo Alto in size. All employees of Contractor shall be properly licensed to operate assigned equipment used for sweeping the City, as determined by local, state, and federal regulations.

TASKS

The work under this contract shall consist of the items described in this RFP, including all of the supervision, vehicles, fuel, labor, materials, tools, equipment, daily/monthly reports and all other items necessary to complete said work in accordance with the contract documents.

Task 1 – STREET SWEEPING SERVICES

Types of Sweeping Services: The City requires that a different level of street sweeping is provided for different roadway loadings, to ensure adequate sweeping and litter removal.

- Heavy traffic areas: sweeping services will be provided each Monday and Wednesday between the hours of 4:00 a.m. and 7:30

a.m. on those roadways that were identified as heavy traffic areas.

- Major Arterials: Street sweeping shall occur on Thursdays and Fridays between 8:00 a.m. and 12:00 p.m. on those roadways identified as major arterials.
- Neighborhood Streets: Shall be swept a minimum of once a month, according to the schedule outlined in Frequency of Service.

Scheduled Service - The Contractor will furnish scheduled sweeping service for those streets designated by the City, at the time of the execution of the contract. All designated streets require sweeping along the curb and gutter, and some streets also require sweeping along the median curb. After the execution of the contract, the City, at its sole discretion, may add or delete other streets or portions of streets at the agreed contract rate.

Some streets currently lack parking restriction signage during street sweeping days and/or curb and gutter improvements. The City plans on incorporating these improvements into the program. Once parking restriction signage and/or other facilities are installed, the schedule may be modified to meet the changing needs of the community. Please refer to Ad-Alternate table.

The City has signage posted on many streets throughout the City, indicating the sweeping routes and times. These sign postings are to be the primary schedule followed by the street sweeping contractor. In the event that the referenced map and schedule are inconsistent with the street sweeping signage, the contractor shall seek direction from the City as to the correct schedule to follow in a given area, as its sole responsibility.

The City may reorganize the daily breakdown of routes at its sole discretion. In the event of any changes being made to the routine sweeping service, a two (2) week notice will be provided to the Contractor.

Lane Mileage Table

The City estimates a total of 95.74 center line miles shall be swept on a monthly basis. Actual total will be reduced by holidays, weather, and any other reasons the Contractor does not provide scheduled service. A full list of mileage is provided in Exhibit A.

Primary/Scheduled Service Days and Hours of Operation - Scheduled service shall be Monday through Friday only. The sweeping schedule has been designed for the convenience of residents, in an effort to diminish parking restrictions, while enhancing street sweeping effectiveness. Sweeping of residential areas shall not start before 7:00

a.m. or continue after 4:30 p.m..

Arterials and major streets shall be swept between 4:00 a.m. and 7:30 am on Mondays and Wednesdays. Sweeping shall be scheduled to maximize the area of street being swept by minimizing interference by parked vehicles. Sweeping shall be scheduled and done in such a way as to minimize noise complaints in residential areas.

Several streets within the City lack curb and gutter. For this reason, the street sweeping contractor shall ensure the driver of the equipment is fully trained and prepared to sweep to the edge of all roadways in a manner that ensures edge-to-edge sweeping, without expressing dust or debris from the unfinished shoulders of the roadways, to prevent creating airborne dust and materials.

The Public Works Director, or their designee, may require revisions in the hours and/or manner of operation as necessary to maximize sweeping coverage, to minimize noise complaints, or to coincide with City staff working hours.

Street Sweeping Lane Mileage

(Note, these curb miles are *estimates*. Contractors to confirm prior to providing bid. If discrepancies are noted, the City is to be provided each proposed change.)

Area	Streets	Estimated Center Line Miles	Sweeping times per month	Monthly Miles
Major Throughfares: twice a week sweeping				
Major Throughfares Mondays and Wednesdays 4:00-7:30 a.m.	University Ave	1.73	8	13.86
	Donohoe St (between Clarke Avenue and Euclid St)	0.48	8	3.86
	East Bayshore Road (between Clarke Avenue and Donohoe St)	0.46	8	3.68
	Total Weekly Service Miles	2.67		21.40
Major Arterials --Weekly Service				
Thursday (odd addresses) OR Friday (even addresses) 8am-12pm	Bay Road (Saratoga Ave/E Bayshore Rd to Cooley Landing)	1.56	4	6.25
Thursday 8am-12pm	Demeter St	0.36	4	1.44
	East Bayshore Road (between Pulgas Avenue and Clarke Avenue)	0.30	4	1.20
Thursday OR Friday 8am-12pm	Capital Avenue	0.38	4	1.52
Fridays 8am-12pm	Clarence Ct (off Kavanaugh)	0.04	4	0.15
Thursday (odd addresses) OR Friday (even addresses) 8am-12pm	Clarke Avenue (East of HWY 101)	0.95	4	3.79
Monday (even addresses) OR Friday (odd addresses) 8am-12pm	Clarke Ave (West of highway 101)	0.12	4	0.49
Thursday OR Friday 8am-12pm	Cooley Ave (East of 101)	0.55	4	2.20
Monday (even addresses) OR Friday (odd addresses) 8am-12pm	Cooley Ave (West of 101)	0.49	4	1.96
Thursday (odd) OR Friday (even) 8am-12pm	East Bayshore Rd (from Euclid Ave to Bay Rd)	0.97	4	3.87

Thursday (odd) OR Friday (even) 8am-12pm	East O'Keefe St	0.40	4	1.59
Thursday (even) OR Friday (odd) 8am-12pm	Emmett Way	0.14	4	0.57
Thursday (odd) OR Friday (even) 8am-12pm	Euclid Avenue (East of 101)	0.61	1	0.61
Thursday (even) OR Friday (odd) 8am-12pm	Farrington Way	0.14	4	0.57
Thursday (evens) OR Friday (odds) 8am-12pm	Gloria Way	0.27	4	1.06

Thursday (evens) OR Friday (odds) 8am-12pm	Hazelwood Way	0.19	4	0.76
Thursday (odd) OR Friday (evens) 8am-12pm	Kavanaugh Drive	0.36	4	1.44
Fridays 8am-12pm	Kirkwood Ct	0.04	4	0.15
Thursday even OR Friday (odd) 8am-12pm	Manhattan Ave	0.19	4	0.76
Monday (even addresses) OR Friday (odd addresses) 8am-12pm	Newell Rd (Woodland to W. Bayshore Rd)	0.19	4	0.76
Thursday (odd) OR Friday (even) 8am-12pm	Newbridge Street (to Willow Rd)	0.40	4	1.59
Thursday (even) OR Friday (odd) 8am-12pm	O'Connor St (Clarke to Pulgas Ave)	0.25	4	0.98
Thursday (evens) OR Friday (odds) 8am-12pm	Pulgas Avenue (E. Bayshore to Bay)	1.48	4	5.91
Thursday (evens) OR Friday (odds) 8am-12pm	Pulgas Avenue (Bay to End)	0.23	4	0.91
Thursday (odd) OR Friday (even) 8am-12pm	Ursula Way	0.15	4	0.60

Thursday (odd) OR Friday (even) 8am-12pm	Weeks Street (Cooley Ave to eastern end)	0.60	4	2.40
	Total Weekly Service Miles	11.36		43.53

Area	Streets	Estimated Center Line Miles	Sweeping times per month	Monthly Miles
Bi-Monthly Service Streets (twice a month service)				
2nd and 4th Thursdays (even) OR Fridays (odd) 10am-12pm	Annapolis St	0.15	2	0.30
2nd and 4th Thursdays (even) OR Fridays (odd) 10am-12pm	Baylor St	0.15	2	0.30
2nd & 4th Friday 10 am-2pm	Drew Ct	0.03	2	0.06
2nd & 4th Thursday (odd) OR Friday (even) 10 am-2pm	Fordham St	0.80	2	1.60
2nd & 4th Thursdays (even) or Fridays (odd) 10am-2pm	Georgetown	0.44	2	0.87
2nd & 4th Thursday (even) OR Friday (odd) 10 am-2pm	Hunter St	0.34	2	0.68
2nd & 4th Thursday (odd) OR Friday (even) 10 am-2pm	Notre Dame Ave	0.38	2	0.76
2nd & 4th Thursday (odd) OR Friday (even) 10 am-2pm	Rutgers St	0.12	2	0.24
2nd & 4th Thursday (even) OR Friday (odd) 10 am-2pm	Gonzaga	0.47	2	0.95
Fridays 8-12pm	Gertrude Ct	0.03	2	0.06

2nd & 4th Thursday (even) OR Friday (odd) 10 am-2pm	Illinois St	0.73	2	1.46
2nd & 4th Thursday (odd) OR Friday (even) 10am-2pm	Michigan	0.20	2	0.40
2nd & 4th Thursday (odd) OR Friday (even) 10 am-2pm	Purdue Ave	0.28	2	0.57
2nd & 4th Thursday (odd) OR Friday (even) 10 am-2pm	Stevens Ave	0.11	2	0.23
2nd & 4th Fridays 10 am-2pm	Temple Ct	0.04	2	0.08
2nd & 4th Thursday (odd) OR Friday (even) 10 am-2pm	Tulane	0.27	2	0.53
2nd & 4th Thursday OR Friday 10 am-2pm	Xavier St	0.11	2	0.23
Total Bi Monthly Service Miles		4.65		9.32

Area	Streets	Estimated Center Line Miles	Sweeping times per month	Monthly Miles
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Once a Month neighborhood Streets				
1st (even) OR 3rd (odd) Thursday	Abella Way	0.34	1	0.34
1st (even) OR 3rd (odd) Mondays 8am-12pm	Addison Ave (E. Bayshore Rd to Bay Road)	0.72	1	0.72
2nd (even) OR 4th (odd) Monday 8am-12pm	Addison Ave (west side)	0.08	1	0.08
1st (even) OR 3rd (odd) Mondays 8am-12pm	Alberni	0.37	1	0.37
1st (even) OR 3rd (odd) Thursday 12-4pm	Aster Way	0.32	1	0.32
1 st (even) OR 3rd odd Wednesday 8am- 12pm	Avelar St	0.14	1	0.14
1st (even) OR 3rd (odd) Thursday 12-4pm	Azalia	0.55	1	0.55
1st (even) OR 3 rd (odd) Thursday 12-4pm	Baines St	0.25	1	0.25
1st (even) OR 3rd (odd) Wednesday 8am-12pm	Beech St	0.48	1	0.48
3rd(odd)Wednesday 8am-12pm	Bell Ct (between Cooley and Clarke)	0.02	1	0.02

1st (even) OR 3rd (odd) Wednesday 8am-12pm	Bell St (between Oakwood Ave and Clarke Ave)	0.36	1	0.36
3rd(odd)Wednesday 8am-12pm	Blue Jay Ct	0.04	1	0.04
3 rd Monday 8am-12pm	Bradley Way	0.14	1	0.14
3 rd Wednesday 8am-12pm	Brentwood Ct (off Beech St)	0.09	1	0.09
Thursday (odd) OR Friday (even addresses) 8am-12pm	Buchanan Ct (off Clarke Ave)	0.14	1	0.14
1st (even) Thursday 12-4pm	Camelia Ct	0.07	1	0.07
1st (even) OR 3rd (odd) Thursday 12-4pm	Camelia Dr	0.60	1	0.60
1st(even)Wednesday 8am-12pm	Camphor Way (off Green St between Cooley and Clarke)	0.05	1	0.05
2nd or 4th Mondays 8am-12pm	Capital Ave (Scofield to W. Bayshore Rd)	0.07	1	0.07
Thursdays 8am-12pm	Carole Ct (off Weeks)	0.03	4	0.12

2nd (even) OR 4th (odd) Mondays 8am-12pm	Circle Dr (Cooley to Scofield)	0.07	1	0.07
1st (even) OR 3rd (odd) Wednesday 8am-12pm	Cypress St	0.20	1	0.20
3rd Thursday 12-4pm	Daisy Lane	0.11	1	0.11
1st (even) OR 3rd (odd) Thursday 12-4pm	Daphne Way	0.39	1	0.39
3rd (odd) Thursday 12-4pm	Daphne Ct	0.03	1	0.03
2nd (even) OR 4th (odd) Monday 8am-12pm	Donohoe St (west side)	0.29	2	0.59
2nd (even) OR 4th (odd) Wednesday 8am-12pm	Dumbarton Dr (E. Bayshore to Bay Rd)	0.45	1	0.45
2nd (even) OR 4th (odd) Mondays 8am-12pm	Euclid Avenue (west of 101)	0.13	1	0.13
1st (even) OR 3rd (odd) Thursday 12-4pm	Gaillardia	0.17	1	0.17

1st (even) OR 3rd (odd) Wednesday 8am-12pm	Garden St (Clarke to end)	0.14	1	0.14
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2nd (even) OR 4th (odd) Wednesdays 8am-12pm	Garden St (Menalto to Oakwood Dr) East/North of 101	0.17	1	0.17
2nd (even) OR 4th (odd) Wednesday 8am-12pm	Garden St (Dumbarton to end)	0.14	1	0.14
1st (even) OR 3 rd (odd) Thursday 12-4pm	Gardenia St	0.57	1	0.57
1st (even) OR 3 rd (odd) Thursday 12-4pm	Gates St	0.15	1	0.15
Fridays 8am-12pm	Grace Avenue (off Gloria Way)	0.08	4	0.32
2nd (even) OR 4th (odd) Wednesday 8am-12pm	Glen Way (off E. Bayshore Ave)	0.17	1	0.17
1st (even) OR 3 rd (odd) Wednesday 8am-12pm	Green Street (Cooley Ave to Clarke St)	0.25	1	0.25
2nd (even) OR 4th (odd) Wednesdays 8am-12pm	Green St (East/North side-Lincoln St to Glen Way) (no turn around)	0.07	1	0.07
2nd (even) OR 4th (odd) Mondays 8am-12pm	Green Street (West side-- Addison Ave to City limit)	0.16	1	0.16
1st(even)Wednesday 8am-12pm	Henry Ct (Bell St between Clarke and Cooley)	0.04	1	0.04
1st (even) OR 3 rd (odd) Thursday 12-4pm	Hibiscus Ct	0.03	1	0.03
2 nd (odd) OR 4 th (even) Wednesday 8am-12pm	Holland St	0.20	1	0.20
1st (even) OR 3 rd (odd) Thursday 12-4pm	Jasmine Way	0.23	1	0.23
1st (even) OR 3 rd (odd) Mondays 8am-12pm	Jervis Avenue	0.27	1	0.27
1st (even) OR 3 rd (odd) Thursday 12-4pm	Larkspur Dr	0.31	1	0.31
1st (even) OR 3 rd (odd) Mondays 8am-12pm	Laurel Avenue (E. Bayshore to Bay Rd)	0.40	1	0.40
2nd (even) OR 4th (odd) Mondays 8am-12pm	Laurel Avenue (West side)	0.25	1	0.25
2nd OR 4th Wednesdays 8am-12pm	Lincoln (E. Bayshore to Garden St, to Oakdale Rd)	0.29	1	0.29
1st (even) OR 3 rd (odd) Thursday 12-4pm	Lotus Way	0.05	1	0.05
1st (even) OR 3 rd (odd) Mondays 8am-12pm	Menalto Ave (E. Bayshore to Bay Road)	0.45	1	0.45

1st (even) OR 3rd (odd) Thursday 12-4pm	McNair St	0.09	1	0.09
1st (even) OR 3rd (odd) Mondays 8am-12pm	Mello Street	0.09	1	0.09
1st (even) OR 3rd (odd) Mondays 8am-12pm	Menalto Avenue (Bay to Alberni)	0.20	1	0.20
3 rd Monday (odd) 8am-12pm (no even side)	Menalto Avenue (Bay to E Bayshore)	0.30	1	0.30
1st (even) OR 3rd (odd) Thursday 12-4pm	Mouton Cir	0.20	1	0.20
1st (even) OR 3rd (odd) Wednesdays 8am-12pm	Myrtle St	0.25	1	0.25
1st (even) Wednesday 8am-12pm	Myrtle Pl	0.03	1	0.03
1st (even) OR 3rd (odd) Thursday 12-4pm	Oakes St (Pulgas Ave to Baines St)	0.24	1	0.24
2nd (even) or 4th (odd) Wednesday 8am-12pm	Oakwood Dr (E. Bayshore Rd to Bay Rd)	0.43	1	0.43
2nd (even) OR 4th (odd) Mondays	O'Connor St (W. of 101: Euclid to Manhattan)	0.05	1	0.05

3 rd (odd) OR 1 st (even) Thursday 12-4pm	O'Connor Street (Pulgas to east end)	0.25	1	0.25
2nd (even) or 4th (odd) Wednesday 8am-12pm	Palo Verde Ave (Oakwood to Bay)	0.27	1	0.27
1st Thursdays 8am-12pm	P. Robeson Ct (off Weeks St)	0.03	1	0.03
1st (even) OR 3rd (odd) Mondays 8am-12pm	Poplar Avenue (E. Bayshore to Bay to Newbridge to Alberni)	0.45	1	0.45
2nd (even) OR 4th (odd) Monday 8am-12pm	Ralmar Ave (West Side--Green Street to Donohoe St)	0.10	1	0.10
1st (even) OR 3rd (odd) Mondays 8am-12pm	Ralmar Ave (Bay Road to Alberni)	0.20	1	0.20
1st (even) OR 3rd (odd) Mondays 8am-12pm	Ralmar Ave (E. Bayshore Rd to Bay Road)	0.53	1	0.53
1st Fridays 8am-12pm	Robin Ct (Off Weeks St between Clarke and Cooley)	0.03	1	0.03
1st (even) OR 3rd (odd) Wednesday 8am-12pm	Runnymede St (Glen Way to eastern terminus)	0.74	1	0.74

3rd Wednesday 8am-12pm	Ruth Ct (off Runnymede St)	0.05	1	0.05
1st (even) OR 3rd (odd) Wednesday 8am-12pm	Sacramento	0.12	1	0.12
1st (even) OR 3rd (odd) Thursday 12-4pm	Sage St	0.13	1	0.13
1st (even) OR 3rd (odd) Mondays 8am-12pm	Saratoga Avenue	0.28	1	0.28
1st (even) OR 3rd (odd) Wednesday 8am-12pm	Schembri St	0.25	1	0.25
2nd (even) OR 4th (odd) Mondays 8am-12pm	Scofield (Woodland to Cooley)	0.07	1	0.07
1st (even) OR 3rd (odd) Wednesday 8am-12pm	Shorebreeze Ct (off Beech St)	0.08	1	0.08
1st (even) Wednesday 8am-12pm	Sparrow Ct (off Myrtle)	0.03	1	0.03
1st (even) OR 3rd (odd) Thursday 12-4pm	Tate St	0.20	1	0.20

1st Thursdays 8am-12pm	Tea Ct (off Clarke)	0.03	1	0.03
1st (even) OR 3rd (odd) Wednesday 8am-12pm	Terra Villa Ave (between Garden and Beech St)	0.12	1	0.12
1st (even) OR 3rd (odd) Thursday 12-4pm	Tinsley St	0.09	1	0.09
1st (even) OR 3rd (odd) Thursday 12-4pm	Verbena Dr (Azalia to Camelia)	0.23	1	0.23
1st (even) OR 3 rd (odd) Wednesday 8-12pm	Weeks St (University to Western end)	0.10	1	0.10
1st (even) OR 3rd (odd) Mondays 8am-12pm	Westminster Avenue	0.31	1	0.31
1st (even) OR 3rd (odd) Thursday 12-4pm	Wilks St	0.14	1	0.14
2nd (even) OR 4th (odd) Mondays 8am-12pm	West Bayshore Road	1.08	1	1.08
1st OR 3rd Thursday 12pm-4pm	Wisteria Dr (Sage to O'Connor St)	0.40	1	0.40
1st OR 3rd Thursday 12pm-4pm	Wisteria Dr (O'Connor St to Daphne Way)	0.60	1	0.60
2nd (even) OR 4 th (odd) Mondays 8am-12pm	Woodland Avenue (all)	0.90	1	0.90

	Estimated Center Line Miles	Monthly Miles
Total once a month lane miles	20.86	21.49
overall RFP	39.54	95.74

(Note, these curb miles are estimates. Contractors to confirm prior to providing bid.)

Street Sweeping Lane Mileage Ad Alternate Routes

(Note: many of these streets have been removed from regular service due to the roadway conditions. The City may add these streets in to the bid with a 30 day notice to Contractor. These are lane miles are estimates.

Contractors to confirm prior to providing bid. If discrepancies are noted, the City is to be provided each proposed change.)

Area	Streets	Estimated Lane Miles	Sweeping times per month	Monthly Miles
Bi-Monthly Ad-Alternate Service Streets (twice a month service)				
Estimated potential new roadways	Ravenswood Business District (north of Bay Road)	4	2	8
	Total Bi-Monthly Ad-Alternate Service Miles	4		8

Once a Month Ad-Alternate Neighborhood Streets				
2nd (even) OR 4th (odd) Monday 8am-12pm	Donohoe St (West side--W. Bayshore to City limit)	0.59	1	0.59
2nd (even) and 4th (odd) Mondays 8am-12pm	Dumbarton Dr (Westside--Donohoe to W. Bayshore)	0.08	1	0.08

2nd (even) OR 4th (odd) Wednesdays 8am-12pm	Green Street (East/North side-- Glen Way to City limit)	0.32	1	0.32
2nd(even)Wednesday 8am-12pm	Lilac Ln (off Dumbarton)	0.13	1	0.13
1st (even) Mondays 8am-12pm	Menalto Avenue (Bay to E Bayshore)	0.30	1	0.30
2nd (even) OR 4th (odd) Wednesday 8am-12pm	Oakdale Rd (Palo Verde to Glen Way)	0.19	1	0.19
2nd (even) OR 4th (odd) Mondays 8am-12pm	Poplar (West side: Green to W Bayshore) (no turnaround)	0.09	1	0.09
2nd (even) OR 4th (odd) Mondays 8am-12pm	Ralmar Ave (West Side-Green St to Donohoe)	0.15	1	0.15
1st (even) OR 3rd (odd) Wednesday 8am-12pm	Runnymede St (Palo Verde to Glen Way)	0.19	1	0.19
1st (even) OR 3rd (odd) Thursday 12-4pm	Verbena Dr (Camelia Dr to End)	0.36	1	0.36

2nd (even) OR 4th (odd) Wednesday 8am-12pm	Weeks Street (Dumbarton to Palo Verde)	0.13	1	0.13
Total once a month ad-alternate lane miles		2.53		2.53
TOTAL Ad-Alternate Lane Miles		6.53		10.53

(Note, these are lane miles are estimates. Contractors to confirm prior to providing bid. If discrepancies are noted, the City is to be provided each proposed change at time of proposal delivery.)

Additions and Deletions -The City of East Palo Alto reserves the right to add or delete curb miles and to increase or reduce the sweeping frequency called for in these specifications. The amount bid per curb mile will be used to calculate the amount paid to the Contractor for additions or deletions of curb miles. Modifications to Table 1 may be made according to City priorities and community needs and is for RFP reference purposes only.

Holidays - There will be no sweeping on the following observed holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas. When routes are not swept due to a holiday, the Contractor shall not make-up the missed routes. The contractor is responsible for obtaining the City's most up to date holiday calendar.

Vehicles - It is understood that if vehicles are parked on the streets when services are being performed by the Contractor, then Contractor's operations will be impeded and

Contractor will be required to bypass said parked vehicles. In such events, the rates charged by Contractor shall not be reduced.

Roadway Closures and Obstacles in the Roadway/Trees – If road closures or obstacles—including trees, or traffic survey equipment—along the sweeping route impede the Contractor’s ability to effectively sweep a given area, Contractor shall note the location of obstacle on the “Daily Report of Street Sweeper” form. This information shall also be immediately reported to the City by the Contractor within 2 hours so the City is prepared to address citizen complaints.

If a downed tree, limb from a tree, or other obstacle is observed in the street or blocking the sweeper from sweeping to the edge of the roadway, Contractor shall immediately notify the City of East Palo Alto Maintenance Division at 650-853-5916.

If Contractor is unable to reroute sweeper to get around an obstacle, Contractor shall also contact City staff about any mileage that will not be attended to, due to such roadway closures or obstacles.

Level of Cleanliness - Level of cleanliness shall be defined as the absence of "street debris" in the streets and gutters upon the completion of the sweeping operation. Payment will be for one pass only, and no separate payment will be made for a second pass needed to remove street debris. However, if Contractor does not pick up the debris in one pass, then the Contractor shall make two or more passes if necessary to remove the street debris.

Weather - In the event of heavy rain or other severe weather conditions, the scheduled sweeping service may be suspended. The decision to sweep will typically be made by the City after consultation with the Contractor. Contractor shall contact the City to determine if sweeping has been suspended. In the event of a Severe Weather Alert, or Flash Flood Alert, issued by the National Oceanic and Atmospheric Association, <http://www.wrh.noaa.gov/mtr/> the Contractor may cancel sweeping prior to discussing with the City and inform the City of the decision to cancel within one hour. Payment for services not rendered will be not be provided in these cases.

Water – Contractor shall furnish all water necessary for street sweeping at no cost to the City. The City of East Palo Alto does not have spare potable water for dust control or street sweeping usage. The City prefers the use of non-potable water or reclaimed water for dust control and street sweeping purposes; use of potable water purchased from other agencies is acceptable, however, the City will not reimburse for the cost of potable water.

Reclaimed water may be obtained from the Palo Alto Water Quality Control Plant (PAWQCP) for free. To obtain reclaimed water, the winning Contractor will need to obtain a permit for use of recycled water, which has a permit fee of \$50. If this water source is chosen, the contractor must have and maintain a recycled water permit with the

PAWQCP that allows for street sweeping, for the duration of the contract. All sweeper drivers using recycled water require appropriate training (provided by the PAWQCP when the permit is obtained). Back-up drivers will also require this training at least one day (24 hours) prior to being dispatched as a back-up driver. The information on the Reclaimed Water program can be found here, including the permit application: http://www.cityofpaloalto.org/gov/depts/pwd/pollution/recycled_n_other_non_potable_water.asp

Dust Control - The proper volume and pressure of water will be supplied by the sweeper and shall be in good working condition at all times to adequately control dust during the sweeping operation. Verified complaints about substantial dust issues related to inadequate street sweeper dust control may result in a penalty to the Contractor of fifty dollars (\$50.00) for each quarter mile of street that is inadequately swept; such a penalty may be assessed at the discretion of the Assistant City Manager, or his designee.

Traffic Counters /Surveying Equipment- The Contractor is cautioned that at various times and locations, the City will temporarily install portable traffic counters or survey equipment, which utilize a hose or other equipment placed in the roadway. When an area with a counter is swept, care should be taken to avoid this type of equipment. Any damage made by Contractor's vehicles to traffic counters or survey equipment shall be immediately reported to the City.

Speed - The Contractor shall operate the sweepers between four and six miles per hour when sweeping, unless it can be proven, to the satisfaction of City, the sweeper can operate at a higher speed and still operate efficiently.

Call Backs - Whenever, in the opinion of the City, a section of street is inadequately swept, the Contractor shall, within 24-hours after notification, re-sweep the section in question. At the discretion of the Assistant City Manager, or his designee, a penalty to the Contractor of fifty dollars (\$50.00) for each quarter mile of street that is inadequately swept may be assessed. No additional payment will be made for call-back sweeping. Exceptions will be made for areas where vehicles, roadway closures, or large debris/trees block access to the edge of the roadway, if such obstacles are included in the daily log and provided to the City for verification.

EQUIPMENT

Equipment - The equipment used to complete the sweeping required by this contract is subject to the approval of the City, and Contractor must be in possession of equipment capable of being able to remove a variety of material that can be found on streets (e.g. leaves, glass, gravel, dirt, mud, etc.).

Placarding – All sweepers operating in the City of East Palo Alto shall have magnetic

placards attached to both the driver and passenger doors of the sweeper identifying the vehicle as being a contractor for the City of East Palo Alto. The City will provide one (1) set of placard for each sweeper designated as being a primary sweeper. Two spare sets of placards will be provided to the contractor for use on spare sweepers in the event of a breakdown. These signs will be furnished by the City, and shall be returned upon request. A penalty of Fifty Dollars (\$50.00) shall be imposed for each lost or misplaced placard.

Proof of Ownership - The Contractor must have proof of ownership or a signed lease for the duration of the contract for each sweeping machine used in the performance of this contract.

Registration and Licenses - Sweeping machines must be properly registered and insured in accordance with California State Motor Vehicle Laws. Contractor with the winning bid shall carry a current City of East Palo Alto business license, obtained at 2415 University Avenue, East Palo Alto, CA 94025, prior to contract work commencement, and for the duration of this active contract. Failure to fulfill these requirements will place the contractor in a position of contract negligence, and may result in municipal code violations with financial penalties that are non-reimbursable by the City of East Palo Alto.

Safety Regulations - Sweeping machines must conform to all federal, state and local safety regulations and be properly licensed through the State of California.

Condition of Equipment - All sweeping machines must not be over seven (7) years old at the time of bid and for the duration of the contract.

Machines must be in good working condition capable of removing dirt, rocks, glass, mud, cans, sticks, leaves, litter and debris throughout the life of the contract. The outside body must be free from dents and large scratches, and paint must be well maintained.

Machines must be equipped with dual gutter brooms not shorter than seven (7) inches, which shall be operating during all sweeping operations, and a main broom not shorter than eight (8) inches capable of sweeping at minimum an eight (8)-foot path, and vacuum sweep if approved by the Public Works Director, or his designee.

The use of a steel plate on the sweeper wheel to prevent tire scuffing against the curb will not be permitted.

Maintenance of Equipment - All required maintenance, parts and fuel are part of the contract and furnished by the Contractor, and all major mechanical problems must be corrected at the Contractor's yard. A sufficient supply of spare brooms and other parts must be kept on hand to ensure the timely and continuous fulfillment of this contract. All Contractor vehicles shall be outfitted with spill kits, in order to minimize any damage caused by potential spills. At a minimum, these kits will include absorbent material, and

towels for cleaning up spills on City streets.

Breakdown of Equipment - At all times the Contractor shall properly maintain a fleet of sweeping machines, both as to condition and appearance, for the use under this contract. On many city streets, residents are subjected to parking restrictions on street sweeping days for a limited block of time, with code enforcement assigning fines for parking in a street sweeping zone during parking restrictions. It is imperative the street sweeping is conducted during the designated block of time and not outside the block of time.

Contractor shall have additional, fully functioning spare sweepers that can be utilized for service in the event of a breakdown by the primary sweeper. In case of breakdown by the main sweeper, immediate service by a second sweeper is required to complete the daily schedule within the designated block of time for each route.

If the street sweeper does not complete the route within the designated schedule block, a penalty will be assessed at the rate four-times the fee for each scheduled curb mile that remains unswept. During all such instances, when a street sweeper breaks down, the City's primary contact shall be notified of the equipment breakdown

Storage of Equipment - The Contractor must provide his own storage for equipment such as sweeping machines, brooms, tires, gas, oil and other required parts and materials. The City will not provide storage for any Contractor equipment.

Communications and Reports

Office - The Contractor shall maintain an office or such other facility through which he/she can be contacted and from which he/she can maintain telephone or email contact with sweeping vehicles. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:30 a.m. to 4:00 p.m., Monday through Friday. The Contractor shall also provide a 24-hour emergency contact telephone number.

Complaints - Complaints regarding the street sweeping operations, which the City considers justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. Within two (2) days, the Contractor shall submit to the Assistant City Manager, or his designee, a report of the action taken to address or reconcile each complaint.

Reports - Contractor shall submit a monthly report to the City calculating the volume (cubic yards) collected each month from the residential and commercial routes, the types of sweepers used to complete daily routes (i.e. regenerative air or mechanical broom), a report stating the number of curb miles completed each month, and the number of curb miles missed due to inoperable equipment. Reports to the City shall be submitted within 10 days from the beginning of each month for the previous month collected, and shall be submitted prior to invoicing for said services. Forms for reporting will be provided by the City of East Palo Alto.

TASK 2 – DEBRIS MANAGEMENT

Disposal – Contractor shall be responsible for hauling all debris collected to an approved disposal location. Contractor shall assume all responsibility for transporting material to said location, and all tasks associated with depositing debris.

Additional Removal – On a periodic basis, Contractor shall be asked to sweep areas outside the City Street Sweeping Schedule. Such cases would likely be associated with a Capital Improvement Project, and would involve a special request by the City. All costs associated with this on-call type service shall be included under the Additional Services section below.

TASK 3 – ADDITIONAL SERVICES – AS NEEDED

Unscheduled/Contingency Service - The Contractor shall provide, if required by the City, unscheduled sweeping of any street or streets or portions of streets. The City will give Contractor a minimum twenty-four (24) hour notice for unscheduled sweeping. Contractor shall include in their proposal the possibility of an additional 500 hours per year of contingency sweeping to deal with problematic areas throughout the City. Contractor shall satisfactorily complete any contingency sweeping within two (2) business days after notification from the City. These sweeping services shall be billed at an hourly rate. These services will be used only when as-needed. The City will only pay for total hours swept upon Assistant City Manager, or his designee's request. Unused contingency hours will not be paid for.

Additional Services/Phased Services: The City may prepare an expansion of the Street Sweeping Program, in which case, an overall expansion of scheduled services will ensure under the Unscheduled/Contingency Service component. If such action is taken, the City and Contractor will agree to transitioning the pre-approved Unscheduled/Contingency Services into the Primary/Scheduled service contract.

Emergency Service - The Contractor shall also respond to emergency calls for service at any and all times day or night every day during the term of this contract within two (2) hours of being notified to provide such service. Emergency service events generally include traffic accident cleanup of debris on the roadways, storm debris clean up, and mud/debris on the roadway as a result of water main breaks. For emergency service, Contractor shall bill the City on an hourly basis, with an emergency mobilization charge added per occurrence.

EXHIBIT B

INSURANCE REQUIREMENTS

INSURANCE

A. Consultant's General Liability insurance shall include contractual liability coverage. Consultant shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending cancellation of the policy. Consultant shall notify City of any pending change to the policy that would result in noncompliance with the requirements of this Agreement. All certificates shall be filed with the City.

1. Worker's Compensation and Employer's Liability Insurance:

Consultant 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, Consultant 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".

2. Liability Insurance:

Consultant 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 Consultant's operations under this Agreement, whether such operations be by Consultant or by any sub-consultant 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. Consultant 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. Consultant shall maintain Automobile Liability Insurance pursuant to this Contract 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.

3. Professional Liability Insurance:

Consultant 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 Consultant pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) combined single limit. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

B. **The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers shall be named as additional insured** on any such policies of comprehensive general and automobile liability insurance. Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded thereby to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers shall be primary 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.

C. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

D. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.

Exhibit C
Sample Table, Qualifications of Firm Relative to City's Needs

(The City is looking for a submittal in this format
Content should match requirements set forth in RFP Chapters 2, 3 and 4)

Pertinent Contract Experience	Staff	Vehicles/ Equipment	Performance	Backup/ Substitute Equipment and Staff	Annual Budget and cost per mile served
<i>Contract Name: Pertinent Contract Experience: list all active contracts and contract references.</i>	<i>Provide total number of fully trained staff and average length of consistent street sweeper staff service for each contract.</i>	<i>List all vehicles provided for each contract and maintenance frequency.</i>	<i>Average number of non- operational hours per month (due to staff or equipment issues).</i>	<i>Indicate the number of fully trained back- up staff and back-up equipment available.</i>	<i>Provide annual budget/ cost per mile for each contract.</i>

Exhibit D
SAMPLE COST PROPOSAL FORMAT – RFP
(The City is looking for a submittal in this format – content should match qualifications required)

Scope	Labor Categories (e.g., Consultant, Sr. Consultant, etc.)	Est. Quantity	Unit Rate	Extended
Task 1	Routine Street Sweeping	Curb Miles	\$	\$
			\$	\$
			\$	\$
Task 2	Debris Removal	2,500 Tons		
			\$	\$
			\$	\$
			\$	\$
Task 3	Unscheduled Service	1,000 Hrs. Annually	\$	\$
	Scheduled Expanded Service (potential)	Up to 500 Hrs. Annually		
	Emergency Service	Up to 100 Hrs. Annually	\$	\$
	Emergency Mobilization	Per Occurrence	\$	
TOTAL NOT TO EXCEED,			\$	\$
TOTAL NOT TO EXCEED (TASKS 1 – 3)			\$	\$

Exhibit E
Standard Agreement

CONTRACTOR AND PROFESSIONAL SERVICES AGREEMENT

This Contractor and Professional Services Agreement ("Agreement") is made by and between the City of East Palo Alto, a municipal corporation ("City"), as authorized by the East Palo Alto City Council via Resolution No. [REDACTED], and [type in name], [type in the type of entity], hereinafter referred to as "Contractor", who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- 2. Payment.** City shall pay Contractor for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement.
- 3. Term.** The term of this Agreement shall commence on [type in start date] and shall continue in full force and effect until [type in end date].
- 4. Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 5. 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. The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.
- 6. Insurance Requirements.** Contractor agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Contractor." Failure to maintain required insurance at all times shall constitute a default and material breach.

7. Accident Reports. Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

8. Conflict of Interest. Contractor warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business, real property or financial interests and the services to be provided under this Agreement. Contractor shall comply with the City of East Palo Alto Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Contractor's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Contractor shall disclose such conflict in writing to City.

9. Independent Contractor. Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services pursuant to this Agreement.

10. Licenses, Permits, Etc. Contractor represents and warrants to City that all Contractor services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Contractor has all the permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession.

11. Business License. Contractor, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Contractor until such business license(s) has been obtained.

12. Standard of Performance. Contractor shall provide products and perform

all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Contractor's profession currently practicing in California.

Contractor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Contractor is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor.

Contractor's responsibilities under this section shall not be delegated. Contractor shall be responsible to City for acts, errors, or omissions of Contractor's subcontractors.

13. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts. In the event that the Contractor is unable to meet the completion date or schedule of services, Contractor shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

14. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

15. Personnel. Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Contractor pursuant to this Agreement shall be the full and

complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

16. Prevailing Wages for Public Works Projects. For public works projects, Contractor shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Contractor shall also comply with provisions of Labor Code section 1720 as applicable. Contractor shall maintain certified payroll records evidencing such payment of prevailing wages as required by law.

17. Contractor Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Contractor shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

18. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Contractor. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Contractor for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Contractor for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

19. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Contractor resulting from services rendered pursuant to this Agreement, shall become the property of City. Contractor agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

20. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Contractor in the performance of Contractor's services hereunder.

21. Assignment and Subcontracting. Contractor shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Contractor shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Contractor. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Contractor to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Contractor's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

22. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

23. Non-Discrimination/Fair Employment Practices. Contractor shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination 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's Policy Against Discrimination, Harassment and Retaliation as set out in attached Exhibit D.

24. Official Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: [insert name]
City Manager
City Manager's Office
2415 University Avenue
East Palo Alto, CA 94303

If to Contractor: [insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert city, state and zip code]

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section. Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

25. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

26. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

27. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of San Mateo County in the State of California or in the United States District Court, Northern District of California, San Francisco/Oakland Division, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

28. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

29. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Contractor will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Agreement as confidential and shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City records on information to any third party, other than its own employees, agents or subcontractors who have a need for the City records or information for the performance of services under this Agreement. A violation by Contractor of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Contractor agrees and acknowledges that this confidentiality provision does not limit the City's disclosure as required by law, pursuant to a subpoena, the California Public Records Act, or Order of the Court.

33. News and Information Release. Contractor agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

35. Authority. The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

36. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

- Exhibit A, entitled "Scope of Work," including any attachments.
- Exhibit B, entitled "Compensation," including any attachments.
- Exhibit C, entitled "Insurance Requirements," including any attachments.
- Exhibit D, entitled "Policy Against Discrimination, Harassment and Retaliation"

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

[INSERT CONTRACTOR NAME] CITY OF EAST PALO ALTO,
a municipal corporation

[INSERT TYPE OF ENTITY]

By: _____
[insert name]
[insert title]

By: _____
Patrick Heisinger
Interim City Manager

DATE: _____

DATE: _____

East Palo Alto Business License No.

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

APPROVED AS TO FORM:

Valerie J. Armento
Interim City Attorney

EXHIBIT A
SCOPE OF WORK

1. Representatives.

City Representative:

[insert name]
[insert title]
[insert Department name]
2415 University Avenue
East Palo Alto CA 94303
[insert telephone number]
[insert facsimile number]

Contractor's Representative:

[insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert City, state and zip code]
[insert telephone number]
[insert facsimile number]

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor Representative and City's Representative.

2. Services and Schedule.

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference and performed according to the schedule set forth therein. Contractor will complete all services by [insert date].

3. Phased Performance.

If the schedule calls for the services to be performed in phases or discrete increments, Contractor shall not proceed from one phase or increment to the next without written authorization from the City's Representative.

4. Additional Services. Additional services are those services related to the scope of Services of Contractor as set forth in Exhibit A but not anticipated at the time of execution of this Agreement ("Additional Services"). Additional Services shall be provided only when authorized by an amendment to this Agreement and approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Contractors to perform said Additional Services. Any costs incurred due to the performance of Additional Services prior to the execution of an amendment will not be reimbursed

under this Agreement or an amendment.

Contractor's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual agreement between City and Contractor, compensation to Contractor shall not exceed the fixed fee amount.

5. Key Personnel. All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

Key personnel: [**INSERT LIST OF EMPLOYEES NAMES** – If the project does not require assignment of specific personnel, delete "Key Personnel" section]

EXHIBIT B
COMPENSATION

1. Contractor's Compensation.

A. City agrees to pay Contractor, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., \$2,550.13].

Contractor shall notify City in writing no later than thirty (30) days prior to the estimated date when Contractor will have billed City the maximum payment amount permitted under this Agreement, and Contractor shall provide City with an estimate of the additional compensation required to complete the project.

2. Appropriate Billable Hourly Rates for Services and Additional Services.

Contractor's billable hourly rates shall be:

[Insert Name, Title and Hourly Rate]

or

["Contractor will perform the services according to the schedule contained in Attachment [insert number] of [insert letter]."]

3. Contractor's Reimbursable Expenses.

Reimbursable Expenses shall be limited to actual reasonable expenditures of Contractor for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Contractor.

A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, said payments to be made in proportion to services performed. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Contractor shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Contractor for correction. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

5. Accounting Records of Contractor.

Contractor shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Contractor's direct salary costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices. Contractor shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Contractor under this section shall survive this Agreement.

6. Taxes.

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Contractor hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section pursuant to the Indemnification provisions of this Agreement.

7. **Taxpayer Identification Number.** Contractor shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

I. TYPES OF INSURANCE

- A. 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.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. 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".
- D. 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. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

II. ADDITIONAL REQUIREMENTS

- A. Broader Insurance Coverage: In the event that 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.
- B. 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.
- C. 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.
- D. 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).
- E. Notice of Cancellation: Contractor shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending change or cancellation of the policy.
- F. Deductibles or Self-Insured Retentions: Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.
- G. Breach: In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

EXHIBIT D

CITY OF EAST PALO ALTO'S POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

EFFECTIVE DATE: 12/21/2004

REVISED DATE: 1/12/07

ADOPTED BY CITY COUNCIL: 12/21/2004

I. PURPOSES

The purposes of this policy are to emphasize the City's commitment to keeping its workplace free of harassment, discrimination and retaliation, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations and to give clear warning of the serious consequences that violators will face.

A copy of this policy shall be provided to all persons who are subject to it, and shall be posted on City bulletin boards in all City facilities.

II. POLICY

All of the following are prohibited by this Policy:

- Discrimination or harassment in any aspect of City employment based on any legally protected characteristic or status, including sex, gender, sexual orientation, race, color, national origin, language, ancestry, religion, age, marital status, domestic partner, physical disability, mental disability, or medical condition.
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment or discrimination.
- Aiding, abetting, inciting, compelling, or coercing or any such discrimination, harassment or retaliation, or attempting to do so.

The City will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrence. Any City employee, Council member, member of any advisory body, including any Commissioner, Committee member, or Board member found having engaged in any such misconduct will be subject to disciplinary action up to and including termination or censure or removal and will be deemed to have acted outside the course and scope of his or her employment.

This policy applies to all City employees, volunteers, interns, vendors, and contractors as well as to all applicants for City positions.

The policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable State or Federal law or regulation, or increase the legal liability of the City.

III. DESCRIPTION AND EXAMPLES OF PROHIBITED HARASSMENT

Harassment on the basis of sex is unlawful, and is prohibited by this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- An individual's submission to such conduct is made explicitly or implicitly, a term or condition of that individual's employment; or,
- An individual's submission to or rejection of such conducts is used as the basis for an employment decision affecting that individual; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender, or towards the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may either be the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it if he or she witnesses it.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, threatening, or intimidating comments, epithets, slurs or jokes; references to gender, physical appearance, attire, sexual prowess, marital status, or pregnancy; or sexual advances, propositions, or demands.
- Visual harassment may consist of displaying or circulating derogatory or offensive posters, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary and offensive touching (kissing, hugging, patting, rubbing, pinching, brushing against), staring, leering, gesturing, whistling or making noises, impeding or blocking movement, or physical interfering with normal work or movement.

In addition to prohibiting harassment based on sex or gender, this policy also prohibits harassment based on sexual orientation, or upon any other legal protected characteristic or status, such as race, religion, creed, color, national origin, language, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner, or age.

Harassment on the basis of such factors is subject to the principles applicable to sexual harassment, as stated above.

IV. REPORTING DISCRIMINATION, HARASSMENT OR RETALIATION

Any City employee, volunteer, intern, vendor, contractor, or applicant who becomes aware of any discrimination, harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, or higher ranking supervisor, or the Assistant City Manager. Under no circumstances shall such a report be required or expected to be made to the person who engaged in the misconduct that is subject to this report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported.

Reports may be made orally or in writing, free of requirements as to form.

Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

V. INVESTIGATION AND RESOLUTION

The City of East Palo Alto will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and contractors, members of the City Council, or members of a City advisory body shall cooperate with any such investigation.

Any supervisor, manager department head, member of the City Council, or member of a City advisory body who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the Personnel Officer. Upon receiving the report, the Personnel Officer shall direct any report that accuses a City Council member or appointee to the City Council for investigation and resolution. The City Council shall delegate the responsibility to conduct a prompt, full, and fair investigation to the qualified private investigator. Upon receiving a report regarding a non-City Council member or appointee, the Personnel Officer shall conduct a prompt, full, and fair investigation, or delegate

that responsibility to a qualified City employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator believe to have knowledge relevant to the charges;
- Gather and review any documentary, electronic, or physical evidence relevant to the charges;
- Consult with legal counsel as needed;
- Determine whether the charges can or cannot be substantiated; and
- Develop recommendations for appropriate remedial and/or disciplinary action, if any.

VI. OUTSIDE ADMINISTRATIVE AGENCIES

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination or retaliation on the basis of a protected status. The toll free telephone number for such office is listed below:

California Department of Fair Employment and Housing 1.800.233.3212
U.S. Equal Employment Opportunity Commission 1.800.669.4000