



NOTICE TO CONTRACTORS

AGENCY: City of Albany, California
DEPARTMENT: Public Works Department
CONTACT: Gale Rossi, Public Works Department, (510) 524-8170
DATE OF POSTING: July 27, 2017

PROJECT TITLE: CITYWIDE STREET SWEEPING SERVICES, CONTRACT C18-4

REQUEST FOR PROPOSAL: This Request for Proposal and any associated contract documents will be posted on the City website under the Doing Business section: <http://www.albanyca.org/index.aspx?page=1201>

DESCRIPTION OF WORK: The proposed service contract will include the regular sweeping of all City streets with curbs as well as medians and islands. The frequency of sweeping shall be once per month for residential streets and four times per month for commercial streets. City street map and schedule are included as part of the Request for Proposal.

TERM OF CONTRACT: The contract will be a three-year term with two mutual one-year extension options to renew under the same terms and conditions as provided in the contract awarded hereunder, subject to the price and scope modifications that have been agreed upon by the City and Contractor pursuant to the provisions in these contract documents entitled "Unit Cost Adjustment".

LIVING WAGE/PREVAILING WAGE: The Contractor and all subcontractors on this Contract will be subject to the requirements set forth in Albany Municipal Code Chapter 2-26. The Living Wage Ordinance contains an exemption for contracts that are subject to state prevailing wage laws, if prevailing wage rates are higher than living wage rates.

PROPOSAL REQUIREMENTS: Sealed proposals must be received at the office of the City Clerk in City Hall, 1000 San Pablo Avenue, Albany, CA 94706, no later than 2:00 PM on August 17, 2017. Proposals must be submitted on a Proposal Form. Bid bond is not required. Proposals shall be clearly marked "CITYWIDE STREET SWEEPING SERVICES PROPOSAL".

SCHEDULE OF SERVICES: This contract will commence in October 2017.

For questions pertaining to this RFP, please contact Gale Rossi in the Public Works Department at (510) 524-8170 or grossi@albanyca.org.

Mark Hurley
Public Works Director/City Engineer

I. CITY OVERVIEW

The City of Albany was incorporated in 1908 and has been a charter city in Alameda County since 1927. The City has a permanent staffing level of approximately 84 City employees and serves an estimated 18,430 residents. The City is 1.7 square miles. The City provides a full range of services including police and fire protection, paramedic service, street and sewer maintenance, recreational activities and cultural events. Citywide street sweeping began in 2005 and consists of monthly service for residential streets and weekly nighttime service for commercial streets.

II. DESCRIPTION OF WORK AND SPECIAL PROVISIONS

WORK

The estimated curb miles required to be swept is calculated as twice the length of applicable City streets (not including length of intersection) and medians multiplied by the number of sweeps per year. Monthly residential sweeping will be approximately 618 curb miles/year, weekly commercial sweeping will be approximately 182 miles/year, and an additional monthly street sweeping around Albany High School will be 13 miles/year. The contract will also include 25 hours for additional street sweeping, as needed. Contractor is expected to track actual number of curb miles swept. A map showing commercial and residential routes is included as Exhibit B.

The existing City street sweeping schedule is included as Exhibit A. Contractor may base its proposal on the existing schedule, a revised schedule or provide proposals for both (existing and revised), if the unit costs differ. A proposed revision to the schedule CANNOT include changes in schedule for streets shown as “Monthly Sweep with Parking Enforcement” in Exhibit B. Changes may only be made to areas without Parking Enforcement. A statement of whether Contractor intends to keep the same schedule or is proposing a new schedule is required in Exhibit E, Proposal Form.

Except in commercial areas, hours of operation shall be between 8 AM and 5:00 PM. Sweeping in commercial areas must be performed between 10 PM and 7 AM.

STANDARD OF PERFORMANCE

Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, local, and special district laws, ordinances, and regulations.

Contractor must be fully informed of and observe and comply with all applicable state and federal laws and local ordinances, regulations and adopted codes during its performance of the work. Contractor must conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Contractor must provide and install suitable safeguards to protect City property from injury or damage. If City property is injured or damaged as a result of the Contractor operations, Contractor must replace or restore at their expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.

Contractor shall so conduct operations as to cause the least possible obstruction and inconvenience to public traffic. Sweeping shall be accomplished in the same direction as traffic flow at all times during sweeping.

Contractor is responsible for a minimum 8-foot swept width, as close as practicable to each curb face. All debris along the sweeping path, not matter what quantity, is to be removed from the public right of way and properly disposed of. Sweeping shall normally consist of a single pass over an area; however, Contractor shall make additional passes, or such extra effort as may be required to reasonably clean the street. The City shall be notified immediately of the occurrence of unusually heavy debris that cannot be removed by extra sweeping effort. Extra effort shall be required to remove dirt/silt smear remaining in the swept pathway. Extra effort is expected during bad weather. The cost for extra effort shall be included in the contract price and no additional compensation will be given.

Contractor shall remove loose debris and material normally picked up and removable by a fully operational mechanical or vacuum street sweeper. This includes, but is not limited to: sand, gravel, glass, nails, bottles, cans, leaves, silt, mud and litter. Contractor shall immediately remove debris swept onto driveway aprons, sidewalks and access ramps. The cost for manually removing debris swept from the roadway onto driveway aprons, sidewalks and access ramps shall be included in the contract price and no additional compensation will be provided.

Non-swept or non-sweepable items such as small tree limbs, rocks, silt, mud, trash and debris shall be collected and removed by Contractor from the normal sweeping path. Larger obstructions such as tree limbs, construction or landscape debris, shall be immediately reported to the City.

Street sweeper shall leave designated areas of sweeping free of dirt, litter, debris, obstructions, smears and visible dust to the maximum extent practicable. For streets that do not meet the maximum extent practicable standard for sweeping on the scheduled sweeping day, Contractor shall sweep deficient street within 48 hours after the normal sweeping day at no cost to City. The determination of maximum extent practicable shall be at the sole discretion of the City. Contractor shall immediately notify City when a street or section of streets will be or had been missed during regularly scheduled street sweeping. Contractor shall notify City when re-sweeps are scheduled.

Contractor shall properly obtain potable water (or water of similar quality) used for dust control, and no additional compensation will be allowed therefore. Dust suppression shall be employed during sweeping operations to comply with all state and local regulations for dust control.

Contractor shall properly dispose of all debris collected by the sweeping operations. The cost of disposal shall be included in unit costs and no additional compensation will be allowed therefore. Documentation of the quantity of disposed debris must be kept on record. Contractor shall provide monthly summary reports, enclosed with invoice to the City. Reports shall summarize total street miles swept, amount of debris collected (tons), and note any issues encountered while sweeping. Should contractor notice any catch basins or other public facilities requiring maintenance while sweeping, contractor will notify City representative of location and issue.

City will notify Contractor of needed corrections and any re-sweeps required following complaints received by the City. In the event that the re-sweeps are considered unsatisfactory by the City, or sweeping was performed before or after the no parking hours posted City will notify Contractor of exact location and description of deficiency. The Contractor shall re-sweep the unsatisfactory area at its sole expense within the time limits specified.

Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.

Contractor shall coordinate with the designated City staff member regarding any issues along sweeping routes including but not limited to inaccessible sweeping areas due to parked vehicles, or low hanging tree limbs. Certain areas may require more or less intensive sweeping, and other conditions may arise which could impact the regular progress of the sweeping operation.

EQUIPMENT

Quality and quantity of the equipment used for the sweeping of streets shall be sufficient to perform the work required herein within the hours of work specified herein, and an absolute minimum of one primary sweeper shall be provided. In the event that the primary sweeper or sweeper operator is unable to perform, the Contractor shall provide another sweeper with competent operator without interruption of service. No additional compensation will be provided for supplying another sweeper and/or operator. All sweepers shall be capable of performing to the minimum criteria outlined herein and below, and shall be maintained both mechanically and visually throughout the term of the agreement with capability to insure scheduled routine maintenance and proper adjustment for sweepers.

Sweepers must be capable of sweeping a minimum eight-foot width as measured from the outside edge of the gutter broom in a single pass. Sweeper must also be equipped with a left gutter broom for median work. Street sweepers must have a minimum hopper capacity of 3 cubic yards. Mechanical brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer or when performance becomes impaired. Sweeping equipment shall be equipped with adequate warning devices and lights for safe operation and shall meet all vehicle operation requirements of the State of California Department of Motor Vehicles and the California Highway Patrol. All sweepers shall be clearly and prominently marked with the Contractor's name and unit number.

Recommended sweeper speed is 3 to 5 miles per hour. Contractor shall adjust sweeping speed to street and debris conditions. Contractor will not be compensated for streets swept while vehicle exceeds six miles per hour.

Sweeper operator must be skilled and experienced in the proper use of the sweeper, have a valid California Driver's License, be able to work closely and cooperatively with City staff, and speak and understand English fluently in order to effectively communicate with City Public Works and Police personnel. The work of the operator shall never be impaired by alcohol or drugs. No sweeper

operator shall engage in inappropriate, erratic, or illegal behavior. If any person employed or retained by the Contractor shall appear to be alcohol- or drug-impaired, or incompetent, or to act in a disorderly or improper manner, the said person shall be discharged immediately from work on the program. The discharged person(s) shall not again be employed to perform work under the contract. Any violation of the above requirements will be grounds for the City's immediate cancellation of the agreement with the Contractor, and may give rise to criminal and/or civil action against the operator and/or the Contractor.

DELAY IN SWEEPING SCHEDULE

In the event of inclement weather, as determined by the City, Contractor shall not be required to perform the regular sweeping schedule but shall make up the missed schedule when the inclement weather subsides. There shall be no additional cost to the City should these circumstances occur. In the event of a mechanical breakdown, Contractor must have a back-up sweeper available in 2 hours. The City is not responsible for repairs, lost time, overtime, or any other costs associated with equipment failure. Scheduled work that falls on a Holiday shall be completed or rescheduled within 48 hours at no additional cost to the City.

PAYMENT

Contractor shall submit invoices in a format specified by the City. Data contained in each invoice shall be sufficient for City to determine work performed; manpower, materials and equipment used; and applicable unit prices. Invoices shall also include volume, in cubic yards and tons, of material removed from the street and delivered to landfill. City shall pay Contractor within 30 days of receipt of these monthly invoices, if invoices are approved by City. If invoices are not approved by the City, the City shall notify the Contractor of discrepancies in invoice within 30 days of receipt of invoice.

The City reserves the right to withhold payments on account of:

- a. Defective work not remedied;
- b. Default by the Contractor in the performance of any of the terms and conditions of the contract;
- c. Work performed without City authorization;
- d. Un-approved invoices.

RECORD KEEPING

Contractor shall keep files and records of work orders, payroll, subcontracts, material and contractual service invoices and equipment rental invoices. All such records and files shall, upon demand, be made available by the Contractor to the City for inspection. Contractor shall maintain these records for three years from the date of completion and/or termination of the contract.

UNIT COST ADJUSTMENT

If contract extensions are exercised, the Contractor may request an adjustment of the contract prices 6 months, at minimum, prior to the start of each renewal period. Such prices shall be negotiated by the City and Contractor, and shall not be increased or decreased by more than the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Areas. Any cost adjustment beyond the Consumer Price Index for all

urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Areas would be subject to potential re-bidding of project.

Termination of Contract with Cause

The City may terminate this contract if the Contractor:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. Fails to make payments to laborers, material suppliers or subcontractors in accordance with the respective agreements;
- c. Persistently disregards laws, ordinances or rules, regulations or orders of the City;
- d. Fails to execute the work properly or fails to complete the work in the time provided in the contract;
- e. Fails to perform any provision of the contract;
- f. Causes damage to public or private property due to negligence.

When any of the above causes exist, the City may, without prejudice to any other rights or remedies of the City, and after giving the Contractor seven days written notice, terminate the contract and finish the work by whatever reasonable method the City may deem expedient by either using City labor or by contracting the work to another entity. If the City terminates the contract, the Contractor is entitled to receive payment for work complete as of the date of termination.

Resolution of Contract Disputes:

- a. All claims, disputes and other matters in question between the City and Contractor arising out of or relating to this contract, or the breach thereof, shall be submitted to non-binding mediation to a mediator agreed to by the City and the Contractor prior to the initiation of any litigation unless the City and Contractor mutually agree otherwise.
- b. The cost of non-binding mediation shall be split evenly between City and Contractor.

III. STANDARD SPECIFICATIONS

Acknowledgement of RFP Amendment: Anyone submitting a proposal shall acknowledge receipt of any amendment to the Request for Proposal by signing and returning the amendment form with the proposal. Any amendment to the Request for Proposal and form to acknowledge any amendment will be posted under the Doing Business section of the City of Albany website: <http://www.albanyca.org/index.aspx?page=1201>.

Proposal Acceptance Period: Any proposal submitted as a result of this solicitation shall be binding on the proposer for 60 calendar days following the proposal due date. Any proposal for which the proposer specifies a shorter acceptance period may be rejected.

Proposal Procedures: Along with this Notice to Contractors the Bid Proposal consists of 6 Exhibits. Exhibit A “Scope of Work”, Exhibit B “Street Map noting parking enforcement” Exhibit C “Compensation and Unit Detail”, Exhibit D “Insurance Requirements”, Exhibit E “ Proposal Form”, Exhibit F “Sample of Contract”.

The Contractor must complete all sections of the Proposal Form contained in Exhibit E, and provide signature where requested on Exhibit C and E.

Proposal envelope is sealed and addressed to: City of Albany City Clerk, 1000 San Pablo Avenue, Albany, CA 94706. Proposals shall be clearly marked "RFP FOR CITYWIDE STREET SWEEPING SERVICES". Proposals must be received no later than 2:00 PM on August 17, 2017.

At 2:00PM, the proposals will be taken by the City Clerk of the City of Albany. The proposals will not be opened or publicly read by the City Clerk. The proposals will be reviewed by City staff.

Proposal Cost: All costs incurred during proposal preparation or in any way associated with the Contractor's preparations, submission, presentation, or oral interview shall be the sole responsibility of the Contractor.

Collusion Among Proposers: Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among proposers. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a proposal for the work.

Late Submissions: A proposal received at the place designated in the solicitation for receipt of proposals after the exact time specified for receipt will not be considered.

Qualification of Proposer: The proposer may be required before the award of any contract to show to the complete satisfaction of the City of Albany that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City of Albany in regards to the proposer's qualifications. The City of Albany may make reasonable investigations deemed necessary and proper, including visiting the proposer's facilities and contracting references, to determine the ability of the proposer to provide the equipment and service. The proposer shall furnish the City of Albany all information for this purpose that may be requested. The City of Albany reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City of Albany that the proposer is properly qualified to carry out the obligations of the contract and to provide the equipment and service described herein. Evaluation of the proposer's qualifications shall include:

- a. The ability, capacity, skill, and financial resources to perform the work or provide equipment required;
- b. The ability of proposer to provide equipment or provide service promptly or within time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- d. The quality of performance of previous contracts or services.

IV. BONDS

Bid, Performance or Payment Bonds are not required for this contract.

V. INSURANCE

Contractor shall procure and maintain for the duration of the contract such insurance, in the forms and amounts specified below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors:

Minimum Scope and Limits of Insurance. Contractor shall maintain minimum limits of Insurance as follows:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers Compensation limits as required by the Labor Code of the State of California.

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

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

1. The City, its officers, officials, employees, consultants, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operation. General liability coverage can be proved in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to the City.

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

Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the entity's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements effecting the coverage required by these specifications at any time.

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

VI. AWARD OF CONTRACT

Final award of the proposal is at the sole discretion of the City of Albany. The right is reserved to reject any and all proposals. The award of the contract, if awarded, will be to the best qualified bidder that will provide services in a manner most advantageous to the City. In determining the successful bidder, the following will be considered in addition to price:

- a. Ability to comply with all Federal, State, County and City laws, ordinances and regulations governing pollution emissions including noise, air and water;
- b. Previous and existing compliance by the bidder with laws and ordinances relating to the subject of the contract;
- c. Ability, capacity and skill of bidder to perform the services required in the contract without delay;
- d. Sufficiency of the bidder's financial resources and the effect thereof on his/her ability to perform the services in the contract;
- e. Character, integrity, reputation, experience and efficiency of the bidder;
- f. Quality of the bidder's performance on previous orders or contracts with the City;
- g. Bidder proposed sweeping schedule.