

CITY OF RANCHO MIRAGE

**69825 HIGHWAY 111
RANCHO MIRAGE, CA 92270
(760) 324-4511**

**REQUEST FOR PROPOSALS
FOR
STREET SWEEPING SERVICES**

**Issued:
NOVEMBER 10, 2014**

TABLE OF CONTENTS

| | |
|---|----|
| ANNOUNCEMENT..... | 1 |
| PROPOSALS/OFFER SUBMITTAL..... | 1 |
| SCOPE OF SERVICES..... | 1 |
| ATTACHMENT 1..... | 7 |
| ATTACHMENT 2..... | 8 |
| ATTACHMENT 3..... | 9 |
| GENERAL INSTRUCTIONS FOR SUBMITTAL..... | 10 |
| PROPOSAL FORMAT AND CONTENT..... | 11 |
| PROPOSAL EVALUATION AND CONTRACT AWARD..... | 14 |
| EXHIBIT "A" (AGREEMENT FORM)..... | 15 |

**CITY OF RANCHO MIRAGE
REQUEST FOR PROPOSALS
FOR
STREET SWEEPING SERVICES**

ANNOUNCEMENT:

The City of Rancho Mirage ("City") invites proposals from qualified, competent, knowledgeable, and experienced street sweeping service companies that will provide full-service street sweeping services and administer the duties and responsibilities set forth in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP.

The work to be accomplished includes, in general terms, all aspects of street sweeping services.

PROPOSALS/OFFER SUBMITTAL:

Proposals will be accepted until **2:00 p.m. on December 1, 2014**, and each must be submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR STREET SWEEPING SERVICES - DO NOT OPEN WITH REGULAR MAIL**" to:

The City of Rancho Mirage
Attn: Dave Martin, Street Maintenance Supervisor
69825 Highway 111
Rancho Mirage, California 92270

SCOPE OF SERVICES:

The selected firm shall provide to the City all the necessary services to fulfill its duties and obligations under the Agreement which duties and obligations include but are not limited to, the following:

Bids will be made on a unit basis. The curb mile shall be the basis for the contract unit price. A recent inventory of the streets involved indicate there are approximately 73.5 curb miles to be swept on a biweekly (once every two weeks) basis. Throughout the year, streets may be added or deleted, as new public developments arise or as streets become incorporated into other programs.

Full compensation for direct and indirect costs (i.e., labor, tools, materials, equipment, fuel, water, and incidentals) required to perform the work and complete the required documentation and reporting shall be considered included in the contract bid price-per-item as listed in the Contractor's Proposal Submission.

CONTRACT LOCATIONS

Attached and made part of the contract documents are exhibits including street names, maps, and curb feet to be swept.

SCHEDULING OF WORK

Street sweeping in the City of Rancho Mirage shall be performed on weekdays only. All street sweeping activities shall be coordinated with City's waste collection service provider (currently Burrtec Waste and Recycling Services, LLC) in order to avoid conflicting activities in any area. Contractor shall provide City with a schedule for sweeping operations that will occur on the same day of the week whenever performed in a given area. The Director of Public Works or Street Maintenance Supervisor shall approve the sweeping schedule and any changes. Operation of equipment shall be performed only during the time periods allowed, as follows:

1. On residential streets or areas adjacent to residential areas, sweeping will not begin before 7:00 AM and will end by 5:00 PM.
2. In commercial areas, sweeping may start at 5:00 AM.
3. Contractor shall notify City at least 24 hours in advance of any request to work outside the hours defined above.
4. Contractor shall notify City at least 24 hours in advance of any changes to the sweeping schedule.
5. Emergency work directed by City is not impacted by these restrictions.

EQUIPMENT AND LABOR

Contractor shall use and furnish, at its expense, all labor, equipment, and materials necessary for the satisfactory performance of the work set forth herein. Contractor shall clean the streets of paper, sand, and other debris. Machinery and equipment used in the furtherance of the Agreement shall be modern, clean, and maintained in proper working condition at all times. All drivers shall have the necessary commercial license to operate the equipment on public streets.

Equipment used shall meet all requirements as set forth by the Air Quality Management District (AQMD) Rule 1186.1-Less Polluting Sweepers for alternative-fuel or less-polluting sweepers. Award shall not be made to bidders who do not meet this requirement.

All sweepers used on this contract shall be of the regenerative air type.

Any sweeper used on this contract shall be equipped with a full-width amber LED light bar on the back of the vehicle.

SWEEPING PERFORMANCE

Contractor is obligated to perform and uphold good paved-surface sweeping practices such as are considered the industry standard. Sweeping performance standards shall be subject to the approval of the Director of Public Works or Street Maintenance Supervisor.

Contractor shall comply with the following requirements:

1. Contractor shall remove all visible dust and debris from curb, gutter, and roadway surfaces. Contractor shall sweep each intersection, corner radius and turn pocket with the special attention needed to remove all sand and debris.
2. Contractor shall sweep areas where the depth of sand and debris are less than three inches at the curb face and less than four feet concentrated width from the curb face. Any accumulation of sand or debris outside of the above parameters will be handled outside this contract as a PM-10 post-event project.
3. Painted and curbed medians are included in the curb-mile calculation for this contract. Contractor shall sweep painted medians in such a manner as to produce a clean, well-maintained appearance across the width of the median. Contractor shall sweep raised, curbed medians to the same standards as other curbed surfaces.
4. Sweeping operations shall be conducted at a speed not to exceed eight miles per hour.
5. Contractor shall be notified of complaints received by City and shall take corrective action for each valid complaint within 24 hours of notification. Contractor shall notify the City after mitigation of each complaint, within 24 hours.

WATER

Contractor shall make arrangements for the use of fire hydrants with respective water providers and shall pay for all water used.

DISPOSAL OF SWEEPING DEBRIS AND REFUSE

Contractor shall dispose of all refuse collected by hauling the same to legally established disposal areas at its expense or by utilizing other disposal methods approved by City.

City may approve the storage of clean sand from post-event clean-up efforts. In no case will storage in the city be in excess of 24 hours in duration.

SAFETY PRACTICES AND CAL-OSHA

Contractor shall comply with OSHA, Cal-OSHA, and ANSI (American National Standards Institute) standards for the type of work being performed. Contractor shall plan and conduct work in a manner safeguarding all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Relations. Contractor staff shall wear OSHA-approved safety equipment at all times during contract work.

Contractor shall supply all delineation, signing and clothing as required by the State of California Department of Transportation.

If work along a public right-of-way will require the closure of a traffic lane, Contractor shall notify City at least 24 hours in advance and comply with the procedure outlined in the WATCH Manual.

Any traffic control such as furnishing, placing, and maintaining traffic cones, advance warning signs, flagmen, etc., shall be considered included in the contractor's fee, and no additional compensation will be made therefor. No road closures will be permitted.

Contractor shall ensure that the public right-of-way is maintained at all times as needed to allow for the safe passage of vehicles, pedestrians and/or the general public.

RESPONSIBILITY FOR JOB SITE CONDITIONS

Contractor agrees that, in accordance with generally accepted ANSI practices, Contractor will be required to assume sole and complete responsibility for job site conditions during the course of the work, including safety of all persons and property, and that this requirement shall be made to apply continuously and shall not be limited to normal working hours.

DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Should any structure or property, including landscape, be damaged during permitted or contracted operations the persons conducting the work shall immediately notify the property owners or the Director of Public Works or his designee. Repairs to property damaged by the responsible party shall be made within twenty-four (24) hours, excepting utility lines, which shall be repaired the same working day. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City. Any damage caused by the permitted or contracted persons shall be repaired or restored by them at their expense to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to City. Special attention is drawn to sprinkler systems on all City property and the need to repair damage within twenty-four (24) hours.

WORK PERFORMED ON PRIVATE PROPERTY

No permitted or City-contracted worker shall perform work on private property without the consent of the property owner.

DEBRIS REMOVAL & COMPOSTING OF GREEN WASTE

Contractor shall remove all debris from the work area on a daily basis. Stockpiling of debris will not be permitted unless prior approval has been obtained from City. All dump and disposal fees shall be included in the bid proposal price.

Contractor is responsible for the proper disposal of all waste materials generated in the performance of this Agreement. All hazardous material will be disposed of in accordance with applicable laws and appropriate records maintained.

MEASUREMENT, INVOICING, AND PAYMENT

Payment will not be made for any work that has been incorrectly or incompletely done as determined by the Director of Public Works or his designee and contract specifications. Contractor will be responsible for correcting any insufficiency prior to payment.

The City reserves the right to increase or decrease the amount of work as may be deemed necessary or expedient to the Street Maintenance Supervisor.

City will pay Contractor within thirty (30) calendar days of receipt of a correct invoice. At the end of each month Contractor shall submit invoice(s) to CITY for contract work completed.

GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the contract. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances, and regulations.

CONTRACT INITIATION CONFERENCE

A pre-contract (pre-con) initiation conference shall be conducted at the Rancho Mirage City Hall, 69825 Hwy 111, Rancho Mirage, California, 92270 after the award of the contract and prior to commencement of the contract. The job site foreman or superintendent assigned by Contractor for this project shall be present at the pre-contract meeting. At the pre-contract meeting Contractor will submit a preliminary schedule of work activities for review and approval.

ATTACHMENTS

Attachment 1

Street Sweeping Curb Mile Summary

2014-2015 Street Sweeping Curb Mile Summary

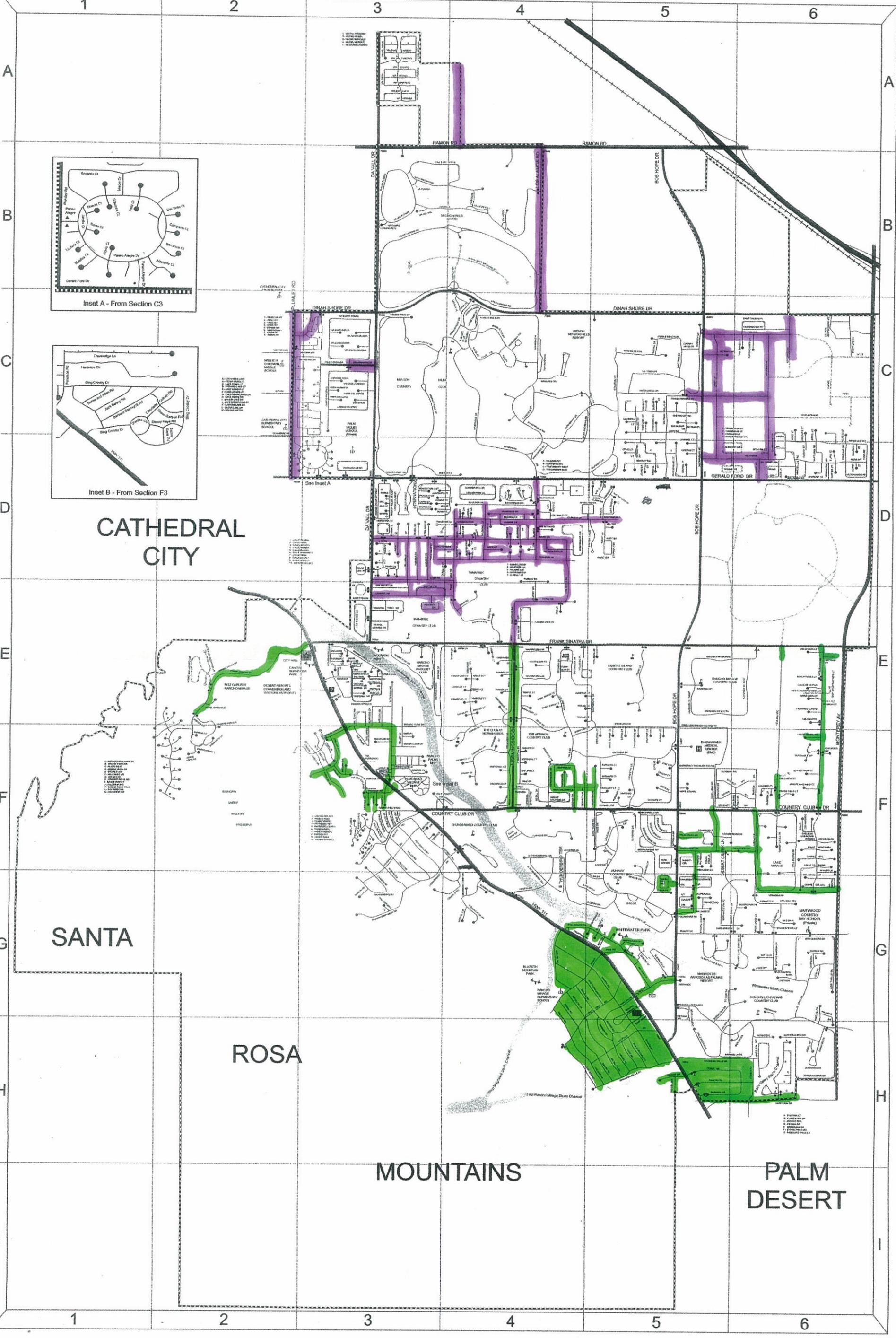
| | |
|----------------------------|----------------|
| AREA 1 | 31.5 CM |
| AREA 2 | 42.0 CM |
| | <hr/> |
| Total for all Areas | 73.5 CM |

Attachment 2

City Map with Color-Coded Street sweeping Areas

See Attached Map

City of Rancho Mirage Street Map



Attachment 3

Street Sweeping Locations by Street Name

See Attached List

STREET SWEEPING STREET SCHEDULE

| AREA 1 | | | | |
|---------------|---------------------|--------------|--------------|----------------|
| STREET | FROM | TO | NOTES | CURB FEET |
| RATTLER RD | RAMON | 3,950 NORTH | | 7900 |
| LOS ALAMOS | DINAH SHORE | RAMON | | 10560 |
| DEAN MARTIN | MISSION SHORES GATE | DAVALL | | 3200 |
| REBECCA WAY | DINAH SHORE | PLUMLEY | | 4300 |
| PLUMLEY | GERALD FORD | DINAH SHORE | E/S ONLY | 5280 |
| KEY LARGO | DINAH SHORE | DIRT ROAD | | 1920 |
| VIA VAIL | BOB HOPE | KEY LARGO | | 5280 |
| VICTORY | BOB HOPE | VIA JOSEFINA | | 4120 |
| LANDY LN | VIA MARTA | VIA VAIL | | 7640 |
| VIA JOSFENIA | VIA MARTA | VIA VAIL | | 7640 |
| GINGER ROGERS | VICTORIA GATES | VIA JOSEFINA | | 6300 |
| VIA MARTA | BOB HOPE | VIA JOSEFINA | | 4100 |
| OASIS WAY | GERALD FORD | VIA MARTA | | 1200 |
| SUNNY LANE | DAVALL | LOS REYES | | 12000 |
| PALM CT | END | END | | 2140 |
| PALMDALE | CHAPPELL | END | | 4640 |
| FERBER | COBB | SUNNY LN | | 2600 |
| MARBER | COBB | SUNNY LN | | 2600 |
| PINTO PALMS | END | SUNNY LN | | 1180 |
| LOS PUEBLOS | PINTO PALMS | PALM VIEW | | 1220 |
| COBB | DAVALL | PALM VIEW | | 5120 |
| CHAPPEL RD | DAVALL | PALM VIEW | | 5120 |
| MOTTLE | CHAPPEL | CHAPPEL | | 2700 |
| PEACOCK | CHAPPEL | CHAPPEL | | 3500 |
| PALM VIEW | MARX RD | END | | 6400 |
| TAMARISK | END | LOS REYES | | 8100 |
| LOS REYES | SUNNY LN | LA PAZ | | 3920 |
| LA PAZ | THOMPSON | LOS REYES | | 3260 |
| THOMPSON | FRANK SINATRA | LA PAZ | | 2560 |
| GARDENIA | TAMARISK | END | | 380 |
| INDEPENDENT | SUNNY LN | END | | 390 |
| CAMELLIA | TAMARISK | END | | 380 |
| HOPE | PALOMINO | END | | 1190 |
| PALOMINO | TAMARISK | BOULDER | | 3310 |
| CYPRESS | PALM VIEW | EAST END | | 10420 |
| IRONWOOD | END | END | | 2980 |
| JASMINE | IRONWOOD | SUNNY LN | | 3380 |
| NANCY | END | END | | 960 |
| BLUEBIRD | SUNNY LN | JASMINE | | 880 |
| WINDSOR | SUNNY LN | END | | 470 |
| VALARIE | LOS ALAMOS | END | | 490 |
| ANDREWS | TAMARISK | END | | 540 |
| O'REILLY | TAMARISK | END | | 490 |
| LOS ALAMOS | TAMARISK | GERALD FORD | | 5200 |
| PATRICIA PARK | SUNNY LN | LOS REYES | | 1300 |
| | | | TOTAL | 169,260 |

| STREET | FROM | TO | NOTES | CURB FEET |
|-------------------|----------------|-------------------|----------|-----------|
| AREA 2 | | | | |
| FRANK SINATRA | MIRADA'S GATE | HWY 111 | | 9700 |
| MIRAGE COVE | PETERSON | END | | 5040 |
| STELLAR | MIRAGE COVE | END | | 3000 |
| NEBULAE | STELLAR | END | | 2200 |
| VENUS | STELLAR | END | | 1240 |
| SATURN | VENUS | END | | 580 |
| ESTATES | THUNDER | END | | 790 |
| BIRD | THUNDER | END | | 790 |
| VIEW | THUNDER | END | | 790 |
| THUNDER | ESTATES | HWY 111 | | 1860 |
| PETERSON | MIRAGE COVE | THUNDER | | 4090 |
| MIRAGE RD | HWY 111 | INDIAN TRAIL | | 4300 |
| SAHARA | MIRAGE RD | MAGNESIA FALLS | | 10290 |
| INDIAN TRAIL | END | SAN JACINTO | | 6380 |
| SAN GORGONIO | INDIAN TRAIL | DUNES VIEW | | 4130 |
| MIRAGE RD | INDIAN TRAIL | MAGNESIA FALLS | | 6600 |
| ESTELLITA | INDIAN TRAIL | MAGNESIA FALLS | | 6600 |
| BISKRA | INDIAN TRAIL | MAGNESIA FALLS | | 6520 |
| HALGAR | INDIAN TRAIL | MAGNESIA FALLS | | 6400 |
| GARDESS | DUNES VIEW | MAGNESIA FALLS | | 3400 |
| TANGIER | MIRAGE RD | MIRAGE RD | | 1000 |
| RANCHO LAS PALMAS | MIRAGE RD | BOB HOPE | | 7830 |
| RANCHO MIRAGE LN | HWY 111 | HWY 111 | | 3200 |
| EAST VELDT | HWY 111 | MIRAGE RD | | 5150 |
| OCOTILLO | HWY 111 | HALGAR | | 4780 |
| MAGNESIA FALLS | END | JOSHUA | | 10440 |
| SAN JACINTO | HWY 111 | RANCHO LAS PALMAS | | 7230 |
| MORNINGSIDE CT | SAN JACINTO | END | | 410 |
| SUNRISE | SAN JACINTO | END | | 410 |
| BUTTON | SAN JACINTO | FRONTAGE | | 800 |
| RM PARK - WEST | SAN JACINTO | END | | 430 |
| RM PARK - EAST | SAN JACINTO | END | | 1600 |
| DESERT DR | END | RANCHO RD | | 5430 |
| RANCHO RD | END | JOSHUA | | 3560 |
| BARBARA | HWY 111 | RANCHO RD | | 2880 |
| RIO DEL SOL | DESERT DR | END | | 920 |
| JOSHUA | MAGNESIA FALLS | PARK VIEW DR | | 2720 |
| PARK VIEW DR | HWY 111 | CITY LIMITS | N/S ONLY | 3000 |
| MORNINGSIDE DR | COUNTRY CLUB | FRANK SINATRA | | 21120 |
| KENSINGTON | KAYE BALLARD | KEMPTON | | 1400 |
| KIRKWOOD | KAYE BALLARD | END | | 1000 |
| KEMPTON | KENSINGTON | KEENAN | | 1250 |
| KAYE BALLARD | KENSINGTON | KERSTEN | | 2600 |
| KEENAN | COUNTRY CLUB | KEMPTON | | 2650 |
| DESERT SUN | COUNTRY CLUB | NORTH END | | 2430 |
| KERSTEN | COUNTRY CLUB | NORTH END | | 2430 |
| VISTA DEL RIO | BOB HOPE | BOB HOPE | | 3080 |
| FOLLANSBEE | BOB HOPE | RANCHO PALMERAS | | 1000 |
| PALM CREST | BOB HOPE | CHOLLA | | 4900 |

| STREET | FROM | TO | NOTES | CURB FEET |
|---------------|-------------------------|---------------|--------------|--------------------|
| AREA 2 | | | | |
| PALM HAVEN | BOB HOPE | END | | 1180 |
| CHOLLA | COUNTRY CLUB | VERBENIA | | 5200 |
| JOHN L. SINN | COUNTRY CLUB | PALM CREST | | 2580 |
| VISTA DEL SOL | COUNTRY CLUB | DIRT | | 2560 |
| VERBENIA | CHOLLA | MONTEREY | | 5200 |
| VISTA DUNES | COUNTRY CLUB | FRANK SINATRA | | 10560 |
| HALCO DUNES | VISTA DUNES | END | | 1060 |
| CATSPAW | VISTA DUNES | END | | 680 |
| VISTA DEL SOL | FRANK SINATRA | DIRT ROAD | | 1240 |
| | | | | |
| | | | TOTAL | 220,610 |
| | | | | |
| | TOTAL CURB FEET | | | 389,870 |
| | | | | |
| | TOTAL CURB MILES | | | 73.83901515 |

GENERAL INSTRUCTIONS FOR SUBMITTAL:

A. Proposal Submittal:

The proposer shall submit one (1) original and three (3) copies by 2:00 p.m. (Pacific Standard Time), **December 1, 2014**, to:

The City of Rancho Mirage
Attn: Dave Martin, Street Maintenance Supervisor
69825 Highway 111
Rancho Mirage, California 92270

B. Due Date and Time:

Proposals submitted after 2:00 p.m. on **December 1, 2014**, may, at the sole discretion of the City, be rejected as non-responsive and returned without review. For a proposal to be considered on time, it must be date stamped by City staff upon receipt. At the discretion of the City, a "late" proposal may be considered only if a selection cannot be determined from among proposals received on time. The City shall not be responsible for, nor accept any as a valid excuse, any delay in mail service, or any other method of delivery used by the proposer. All proposals shall be enclosed in a sealed envelope with the words clearly written on the front, "**SEALED BID FOR STREET SWEEPING SERVICES - DO NOT OPEN WITH REGULAR MAIL.**" Failure of the proposer to properly identify the sealed envelope proposal as described may result in the proposal being considered non-responsive. All proposals shall be firm offers subject to acceptance by the City and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the City. All proposals must clearly address all of the requirements outlined in this RFP. Each proposal shall be limited to twenty (20) pages and must include a minimum of three (3) references, which include the address, telephone number, and email address of each reference. Resumes and brochures may be added to the proposal, provided they are located in an appendix at the back of the proposal. Should the proposer have concerns about meeting any noted requirements, the proposer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

C. RFP Addenda and Clarifications in Written Comments

Written comments or questions from proposers must be received before the end of business day on Monday, November 24, 2014 ("Addendum Due Date"), and must be submitted via the following approved written methods addressed to Dave Martin, Street Maintenance Supervisor:

1. At davem@RanchoMirageCA.gov, or
2. Via fax to (760) 343-3792, or
3. Via mail, as long as the correspondence is received and date stamped by the City on or prior to the Addendum Due Date.

Any questions asked verbally shall not be addressed by the City. Submittal of written comments or questions shall not be considered by the City unless submitted in an approved method on or before the Addendum Due Date. Written comments or questions received via approved method and within the time prescribed herein will be addressed by the City's issuance of an addendum. Notwithstanding anything else herein, if it becomes necessary for the City to revise any part of this RFP, or to provide clarification or additional information after this RFP has been issued, a written addendum will be sent to each recipient of record. Recipients of record shall consist of proposers on the original "bidders" mailing list, or proposers that have requested RFPs and have provided pertinent contact information in writing to the City. Addenda will also be posted and published on the City's website, <http://www.ranchomirageca.gov/>, as well as everywhere else the RFP was originally posted and published. Though the City shall mail out any addenda to RFP recipients of record, and in addition will post any addenda information on the City website and publish and post in accordance with the above, as soon as it becomes available, it shall be the responsibility of the proposers to maintain current, up to date contact information with the City if any addenda are to be mailed. All addenda shall become part of the RFP.

D. Pre-contractual Expenses:

The City shall not be responsible for, under any circumstances, any claims of expenses necessary for the proposer to receive, evaluate, complete and deliver the proposal. The proposer should also not include any pre-contractual expenses or fees in the proposal.

E. Conflicts of Interest:

The proposer affirms that to the best of his or her knowledge, there exists no actual or potential conflict between the firm's business or financial interests, and either the services to be provided under the Agreement, or any commissioner, officer, employee, or agent of the City. For the duration of the Agreement, the proposer shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

F. Proposed Contract:

The proposer selected through this RFP shall be required to enter into the Agreement with the City, a form of which is attached hereto as **Exhibit "A."**

PROPOSAL FORMAT AND CONTENT:

A. Presentation

Proposals shall be submitted in an 8 ½" x 11" format, fastened with an effective method.

B. Proposal Content

1. Transmittal Letter

- a. Contact information, identification of firm, name and email address and telephone number
- b. A statement to the effect that the proposal will remain valid for 180 days from the due date for the proposals
- c. Acknowledgement of receipt of addenda, if any
- d. Signature of the person authorized to bind the terms of the proposal

2. Table of Contents

Following the transmittal, provide a table of contents for the proposal

C. Qualifications, Related Experience and References

1. This section shall establish the ability of the proposer to satisfy all aspects of the required work with current or recently completed street sweeping services work, similar to the work required in this RFP.
2. Background information of the firm, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
3. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the proposer to perform the required duties.
4. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.
5. Provide a list of business clients to which your firm is currently providing, or has recently provided, street sweeping services. Include company names, beginning/end dates of contracts, and names, titles and telephone numbers the City can contact as references for your firm.
6. Furnish as an appendix, your firm's financial information (last year's Income Statement and Balance Sheet) that accurately describes the financial stability of your firm (financial statements will remain confidential and will be revealed only to individuals involved in the evaluation process and award of contract).

D. Proposed Staffing and Project Organization

1. Discuss the staffing of the proposing firm who would be assigned to work on the City's project.
2. Identify the key personnel that would be assigned to the project, in hours per week. Include a brief description of their qualifications and experience in performing the type of work being assigned.
3. Designate an administrator who would serve as a day-to-day contact for the City.
4. Provide any necessary organizational chart of the firm as it relates to this RFP.

E. Work Plan / Technical Approach

1. Establish the proposer's understanding of the City's objectives and requirements, demonstrate the proper ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the described work.
2. Describe what information, documentation or staff assistance from the City your firm would request from the City in order to complete the work described.

F. Cost and Price

1. This section shall disclose all charges to be assessed the City for the required services and declare the proposer's preferences for method and timing of payment.
2. Quote a total price for completing all services; include all costs associated with the operating budget, including all street sweeping service fees.
3. For all staff declared in the organizational chart, provide a schedule of hourly labor rates.

G. Appendices

Furnish as appendices, supporting documentation as requested, such as financial information and staff resumes.

PROPOSAL EVALUATION AND CONTRACT AWARD:

A. Evaluation Panel

An evaluation panel consisting of City staff will be responsible for reviewing, analyzing, and evaluating the proposals received. The panel may also conduct contract negotiations with the highest rated proposer(s). The evaluation panel will either select the successful proposer or make recommendations to the City Council regarding selection.

B. Evaluation Criteria

Proposals will be evaluated by the panel, considering the factors which are listed below.

1. Cost and price
2. Work plan
3. Qualification and experience of proposer
4. Staffing and organization
5. Conformance with this RFP
6. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations
7. Any other criteria determined by the City

Upon selection of the most qualified proposer, the City may require the finalist to make an oral presentation to the evaluation panel and/or the City Council or City Manager. The City expressly reserves the right to reject any or all proposals, with or without providing a reason and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a proposer's offer is not rejected but does not result in contract award, the City shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

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EXHIBIT "A"
AGREEMENT

CITY OF RANCHO MIRAGE
RESIDENTIAL STREET SWEEPING SERVICE AGREEMENT

THIS AGREEMENT (hereinafter, the "Agreement"), by and between the City of Rancho Mirage, a municipal corporation, herein referred to as "City," and _____, a _____ corporation, herein referred to as "Contractor," is entered into as of the date of the last signature set out below.

WITNESSETH:

In consideration of their mutual covenants, the parties hereto agree as follows:

1. Scope of Services. Contractor shall furnish all necessary labor, material, equipment, transportation and services for the Residential Public Street Sweeping Services Program, in the City of Rancho Mirage pursuant to this Agreement and in accordance with the Scope of Services, attached hereto and incorporated herein by this reference as Exhibit "A." At City's sole discretion, the Routing and Sweeping Schedule may be amended to increase or reduce the scope of services. Such increase may require up to fifty percent (50%) additional sweeping services be provided by the Contractor without change in the unit price to be paid to the Contractor. A reduction in sweeping services up to twenty-five percent (25%) may be made without change in the unit price to be paid to the Contractor. Unless the parties agree on an adjustment of the per-curb-mile price, Contractor may terminate this Agreement in the event that City requires an increase in services in excess of fifty percent (50%), or a reduction of more than twenty-five percent (25%).

2. Compliance with Laws. Contractor shall comply with all federal, state, county, local and other governmental laws, and City Municipal Code.

3. Quality of Work; Warranty. All work shall be performed in a manner satisfactory to City's Director of Public Works or designate. Contractor warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

4. Term. The term of this Agreement shall begin on _____, 2014, with residential street sweeping services to begin on _____, 2014, and end on June 30, _____. The Agreement shall be automatically extended for two additional one (1) year terms unless either party provides written notification of cancellation to the other party at least thirty (30) days prior to the end of the current or then current term. In the event that any funding source for this Agreement should be withdrawn or reduced, City may terminate this Agreement upon thirty (30) days written notice to Contractor.

4.1 Termination Prior to Expiration of Term. In addition to the right to terminate set out

in Section 4 above, City reserves the further right to terminate this Agreement at any time without cause, upon sixty (60) days written notice to Contractor. Contractor shall be entitled to compensation for all services rendered prior to the effective date of the termination and for any services authorized by the City's Public Works Director thereafter in accordance with the Schedule of Compensation or such as may be approved by City's Public Works Director.

4.2 Termination for Default of Contractor. Upon receipt of any notice of termination for

cause, Contractor shall cease all services hereunder except for those specifically described in said Notice of Termination. Said notice shall include grounds for cause, including description of all prior notices of breach and Contractor's insufficient response thereto. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments and/or retention to Contractor for the purpose of setoff or partial payment of the amounts owed City.

5. Compensation. In consideration of said work which shall expressly exclude "post-event cleanup" work as defined in the Performance Standards, City agrees to pay Contractor such sums as shall be approved by City's Public Works Director at the unit price rate of _____ Dollars and _____ (\$____.____) per curb mile swept, with total payments not to exceed _____ Dollars and _____ Cents (\$_____). The unit price per hour for "post-event cleanup" work shall be _____ Dollars and _____ Cents (\$_____). All payments shall be subject to approval by City's Public Works. There will be no CPI increases for three (3) years.

5.1 Invoices. On or before the twenty-fifth (25th) day of each month, Contractor shall submit invoices to City for payment at the per-curb-mile unit price set out above for all curb miles swept during the previous month. A monthly performance report demonstrating the services performed, including reports from the VDO Management System and a description of all equipment maintenance shall be submitted with each invoice in a form acceptable to City. Within twenty (20) business days of receipt of an undisputed and properly submitted invoice, City shall pay all invoiced amounts; except that, City shall withhold payment of any sums that are disputed. Written notice of the grounds of the dispute shall be provided with the partial payment. The withholding of disputed sums shall not be a ground for the Contractor to cease work. The parties shall attempt to resolve all such disputes within thirty (30) days. If the parties cannot reach a mutually acceptable resolution within thirty (30) days, the dispute shall be submitted to City Manager for resolution. Additionally, City shall hold 25% of each invoice for any 3 months of payments as retention for faithful performance. Retention shall be held for the term of this Agreement, and then refunded to Contractor. Retention will be withheld if Agreement is terminated for default of Contractor according to terms set forth in Section 4.2 of this Agreement.

6. Indemnification. Without regard to any insurance coverage or requirements, Contractor agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its officers, employees, council members, and representatives, from any and all liability, loss, suits, claims, damages, costs, penalties, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or, any injury caused by, any equipment or product utilized for or material related to the services provided herein; or any acts, errors or omissions (including, without limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Agreement. This Agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and damage to property (including, but

without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public). Damages and claims within the scope of Contractor's obligation to indemnify, hold harmless, release and defend City pursuant to this Section shall include any demand, claim, notice, order or lawsuit asserting liability, responsibility or any obligation to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup any hazardous contaminant, substance, waste, cancer causing or reproductive toxic, as defined by state and federal law, and includes any claims brought pursuant to or based on any state, federal, regional or local environmental statutory or regulatory provision applicable to the services to be performed hereunder including but not limited to the collection, transport, recycling, processing, treatment, use, sale, storage or disposal of any material. This indemnity, hold harmless, release and defense provision shall apply irrespective of the negligence or willful misconduct of Contractor, shall not terminate or expire, shall be given the broadest possible interpretation and shall survive the expiration or earlier termination of the Agreement.

7. Insurance. Except as otherwise required, Contractor shall concurrently with the execution of this Agreement, furnish City satisfactory evidence of insurance of the kinds and in the amounts provided for herein. This insurance shall be kept in full force and effect by Contractor during this entire Agreement and all premiums thereon shall be promptly paid by it. Each policy shall further state that it cannot be canceled, not renewed, or reduced in coverage or limits, without thirty (30) days unconditional written notice to City and shall name City as an additional insured. Contractor shall furnish evidence of having in effect, and shall maintain Workers' Compensation Insurance coverage of not less than the statutory amount or otherwise show a certificate of self-insurance, in accordance with the Workers' Compensation laws of the State of California. Failure to maintain the required amounts and types of coverage throughout the duration of this Agreement shall constitute a material breach of this Agreement.

7.1 Proof of Insurance. Contractor shall obtain, at its own expense, all the insurance required herein and shall submit coverage verification for review and approval by City upon execution of the Agreement. The Notice to Proceed with the services under this Agreement will not be issued, and the Contractor shall not commence work, until City has approved such insurance. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor. Such insurance shall remain in full force and effect at all times during the prosecution of the services hereunder and until the completion and acceptance thereof. The Notice to Proceed does not relieve the Contractor of the duty to obtain and maintain such insurance as required herein.

7.2 Commercial General Liability Policy. The Contractor shall take out and maintain during the life of the Agreement, a Commercial General Liability Policy, on an occurrence basis, with a minimum limit of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage for any one occurrence and a Two Million Dollar (\$2,000,000) annual project aggregate, for all of the following:

- a. Premises Operations, including Explosion, Collapse and Underground (X, C, and U) Coverage.
- b. Completed Operations/Products, including X, C, and U Coverage.

- c. Independent Contractors.
- d. Blanket Contractual.
- e. Deductible shall not exceed One Thousand Dollars (\$1,000).

7.3 Commercial Business Auto Policy. The Contractor shall take out and maintain during the life of this Agreement a Commercial Business Auto Policy, on an occurrence basis, with a minimum amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage and a Two Million Dollar (\$2,000,000) annual project aggregate, providing at least all of the following coverage:

- a. Any and all mobile equipment, including cranes, which is not covered under said Commercial Business Auto Policy shall have said coverage provided for under the Commercial General Liability Policy.
- b. Deductible shall not exceed One Thousand Dollars (\$1,000).

7.4 Workers' Compensation Insurance. The Contractor shall take out and maintain during the life of the Agreement, Workers' Compensation and Employers' Liability insurance providing coverage for any and all employees of Contractor:

- a. The required policy shall provide coverage for Workers' Compensation (Coverage A).
- b. This policy shall provide coverage for One Million Dollars (\$1,000,000) Employers' Liability (Coverage B).

7.5 Endorsements. All of the following endorsements are required to be made a part of the policies described hereinabove:

- a. "City, its council members, employees, consultants, officers, agents, sub-consultants, and its member jurisdictions are hereby added as additional insureds insofar as work done under this Agreement is concerned."
- b. "This policy shall be considered primary insurance as respects any other valid and collectible insurance, including self-insured retention, City may possess, and any other insurance City does possess shall be considered excess insurance only."
- c. "This insurance shall act for each insured, and additional insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."
- d. "Thirty (30) days prior written notice of cancellation, non-renewal, or reduction in coverage or limits, shall be given to City. Such notice shall be sent to:

Bruce B. Harry, Jr., Director of Public Works
City of Rancho Mirage
69825 Highway 111
Rancho Mirage, CA 92270

- e. “All rights to subrogation against the City and its officers, volunteers, employees, contractors and subcontractors shall be waived.”
- f. The Contractor shall be obligated to pay any extra premium for maintaining the insurance requirements specified herein.

8. Penalties. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of this Agreement by said Contractor, or any subcontractor under it, upon any of the work herein mentioned, for each calendar day during which such laborer, workman, or mechanic is required or permitted to work at other than a rate of pay provided by law for more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Sections 1810-1815 of the Labor Code of the State of California.

9. No Discrimination. Contractor certifies that in the conduct of its business it does not discriminate against any subcontractor, employee, or applicant (“person”) for employment on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, or sexual orientation, and acknowledges that the opportunity to seek, obtain and hold employment without said discrimination is a civil right as provided in the California Fair Employment Practice Act (Government Code Sections 12900, et seq.). Contractor agrees that a finding by the State Fair Employment Practices Commission that Contractor has engaged during the term of this Agreement in any unlawful employment practice shall be deemed a breach of this Agreement and Contractor shall pay to City Five Hundred Dollars (\$500.00) liquidated damages for each such breach committed under this Agreement.

10. Assignments. This Agreement shall not be assignable by Contractor without the written consent of City.

11. Officers. In accepting this Agreement, Contractor certifies that no member or officer of the firm or corporation is an officer or employee of City.

12. Licenses. Contractor certifies that it is the holder of any necessary California State Contractor's License and authorized to undertake the above work.

13. Books and Records. City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor’s records to the extent City deems necessary to ensure it is receiving all services to which it is entitled under the Agreement and/or is paying only the amounts to which Contractor is properly entitled under the Agreement or for other purposes relating to the Agreement. Contractor shall maintain complete, accurate and clearly identifiable records with respect to costs incurred and services performed under this Agreement. Contractor shall make available for inspection by the City, or its authorized agents, officers or employees, any and all ledgers and books of account, invoices, vouchers, cancelled checks and other records or documents evidencing or related to expenditures, disbursements, expenses incurred or services performed pursuant to this Agreement. The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Agreement. The Contractor shall maintain all such records in the Coachella Valley. If not, the Contractor shall, upon request, promptly deliver the records to City or reimburse City for all reasonable and extra costs incurred in conducting the audit at a location other than at City offices including, but not

limited to, such additional (out of the Coachella Valley) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

14. Conflict of Interest. For the term of this Agreement, no officer or employee of Contractor or City shall have or engage in any activity that would give rise to any conflict of interest prohibited by any federal, state or local law in connection with the work or services to be performed pursuant to this Agreement.

15. Amendments. In the event that the parties determine that the provisions of this Agreement should be altered, the parties may execute an agreement to add, delete or amend any provision of this Agreement. All such Agreement amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

16. Notices. All notices hereunder and communications with respect to this Agreement shall be effective upon mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons and addresses set out below:

If to City: Bruce B. Harry, Jr.
 Director of Public Works
 City of Rancho Mirage
 69825 Highway 111
 Rancho Mirage, CA 92270

If to Contractor: _____

17. Independent Contractor. In the performance of the services provided under this Agreement, Contractor is acting as an independent contractor with the authority to control and direct the performance of the details of the street sweeping services. All personnel necessary for the performance of the services shall be provided by Contractor. Nothing contained in this Agreement or in its performance shall be construed to create a relationship of principal and agent, partnership or joint venture as between Contractor and City.

18. Worker's Compensation Certification. By signature below, and in accordance with California Labor Code Section 1861, Contractor makes the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

19. General Provisions:

19.1 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

19.2 Litigation Expenses and Attorneys Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

19.3 Entire Agreement. This Agreement contains the entire agreement between the City and Contractor with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by each party. The City and Contractor do not intend to confer any benefit hereunder on any person, firm, corporation or entity, other than the City and Contractor and their successors and assigns.

19.4 Default. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default, within five (5) calendar days after receipt of written notice specifying such default, and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder. The party claiming that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice as specified herein. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. The exercise by a party of one or more rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party. In the event that a default of any party to this Agreement may remain uncured for more than five (5) calendar days following receipt of written notice of default, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

19.5 Cumulative Remedies. In the event of a breach or default of this Agreement, the non-breaching party shall be entitled to all remedies available pursuant to the terms of this Agreement, at law and in equity, including, but not limited to, specific performance of this Agreement, and all such remedies are cumulative in nature and may be asserted by such party in the alternative and the assertion of a remedy by a party shall not be deemed an exclusive election of remedies or waiver of any other rights conferred on that party by the terms of this Agreement.

19.6 Waivers. No waiver of any breach of any agreement, provision or failure of a condition herein contained shall be deemed a waiver of any preceding or succeeding breach or failure thereof, or of any other agreement, provision or condition contained herein, nor an extension of time for performance of any other obligation or act.

19.7 Ambiguities. This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contracts shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

19.8 Governing Law and Venue. This Agreement shall be governed by, interpreted under, construed and enforced in accordance with, the laws of the State of California. This Agreement is made and entered into in the County of Riverside, State of California, and any legal actions or proceedings arising from or related to this Agreement shall be brought in the County of Riverside, State of California.

19.9 Severability. Every provision of this Agreement is intended to be severable. If any provision of this Agreement or the application of any provision hereof to any party or circumstance is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the other terms and provisions hereof or the application of the provision in question to any other party or circumstance, all of which shall continue in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date stated below.

CITY OF RANCHO MIRAGE

By: _____
Iris Smotrich, Mayor

Dated: _____

ATTEST:

Cynthia Scott, City Clerk

Dated: _____

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

Dated: _____

CONTRACTOR NAME

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____

"CONTRACTOR"

(If corporation, affix seal)

EXHIBIT “A”

SCOPE OF SERVICES

