



PUBLIC WORKS DEPARTMENT

**REQUEST FOR BIDS (RFB)
#PWD 24-406**

STREET & PARKING LOT SWEEPING SERVICES

Bid Due Date:

THURSDAY MAY 16, 2024

**by
2:00pm**

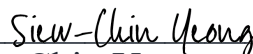
**City Clerk's Office
123 Main Street
Pleasanton, CA 94566**

pleasantoncityclerk@cityofpleasantonca.gov

BID MAY BE DISQUALIFIED IF BID PACKAGE DOES NOT INCLUDE ALL REQUESTED DOCUMENTS AND DOES NOT ADHERE TO ALL OF GUIDELINES IN THIS DOCUMENT

APPROVED

DocuSigned by:



Siew-Chin Yeong

Director of Public Works

I. INTRODUCTION

The City of Pleasanton is seeking bids from qualified vendors to submit for our Street Sweeping Services. With a commitment to maintaining our city's cleanliness and enhancing the quality of life for our residents, Pleasanton seeks to partner with dedicated service providers who share our vision for a vibrant and thriving community.

The City is seeking dependable Street Sweeping Services Contractor. The scope of services encompasses several crucial elements, including scheduled routine maintenance of the city's streets, designated parking lots, and protected bike lane areas. Additionally, the contractor may be required to respond to traffic accidents and other unscheduled high-priority events, providing services to hotspot areas as needed.

II. SUBMITTAL PROCESS

Bid Proposals will be received by the City of Pleasanton City Clerk's office:

- In-person, Civic Center, at 123 Main Street, Pleasanton, CA 94566
- By mail to City of Pleasanton, P.O. Box 520, Pleasanton, CA 94566
- By Express Courier only, send to City Clerk's Office 123 Main Street
- By email to: pleasantoncityclerk@cityofpleasantonca.gov

Deadline: 2.00pm Thursday May 16, 2024

Please reference the Title and Project Number for all Submittals

**“Street & Parking Lot Sweeping Services”
Project No. PWD 24-406**

Qualifications and Bid proposals shall include completed Bid Response Package with the following: Contractor Information, Work Experience, Scope of Services with Rate Sheet, and any Additional Information deemed relevant by the Contractor.

It is the bidder's responsibility to ensure that it is received by the City Clerk prior to the bid due date and time. It is strongly encouraged to allow for several additional days for mail processing. Late submissions may not be accepted and will be returned unopened.

III. PROCUREMENT SCHEDULE

EVENT	DATE/LOCATION
RFB Advertised	Friday May 3, 2024
Bidder's Conference - Mandatory	Wednesday, May 08, 2024 @ 9:30am at: Operations Services Center Remillard Room 3333 Busch Road Pleasanton, CA 94566
Written Questions Due	Friday, May 10, 2024, by 5:00 p.m.

Proposal Submittal Due Date	Thursday, May 16, 2024 by 2:00 p.m.	at: Pleasanton City Clerk PO Box 520 123 Main Street Pleasanton, CA 94566 pleasantoncityclerk@cityofpleasantonca.gov
Council Consent Date	Tuesday, June 18, 2024	
Contract Start Date	July 01, 2024	

Note: Council consent and start dates are approximate.

IV. MANDATORY BIDDER'S CONFERENCE

A Mandatory pre-bid meeting will be held at **9:30am on Wednesday, May 08, 2024**, at 3333 Busch Road, Pleasanton. This will provide an opportunity for potential contractors to ask specific questions about the services and request clarification on any concerns. It is mandatory for at least one representative from each prospective bidder to attend the pre-bid meeting. Failure to attend will result in disqualification from participating in the bidding process.

V. SCOPE OF SERVICES (see [Exhibit A](#) for further details)

The City of Pleasanton remains steadfast in our dedication to ensuring safe and clean roadways. In line with this commitment, we are in search of a dependable Street Sweeping Services Contractor. The scope of services encompasses several crucial elements, including scheduled routine maintenance of the city's streets, designated parking lots, and protected bike lane areas. Additionally, the contractor may be required to respond to traffic accidents and other unscheduled high-priority events, providing services to hotspot areas as needed.

VI. AGREEMENT TERMS

The term of this agreement commences on July 1, 2024, and expires three years from that date. The parties may extend this Agreement, by Amendment, for additional two (2), one-year terms, not to exceed five years for the total Agreement. The rates shall remain firm during the first year of the Agreement. For the second or subsequent years of the Agreement, the cost of each one-year term may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in May each year as published by the Bureau of Labor Statistics, U.S. Department of Labor. It is the sole responsibility of the contractor to provide the City with their new calculated rate sheet(s).

Within ten days of being notified by the City, Contractor shall submit to the City:

- A signed copy of the City's standard Maintenance and Trade Services Agreement
- Certificates of Insurance, with Endorsement letter naming the City as additional insurer

- Evidence of a current business license to conduct business in the City of Pleasanton
- Completed W-9 Form for all new contractors

VII. SPECIAL PROVISIONS & ADDITIONAL INFORMATION

Insurance: Contractor and Sub-contractors must provide and maintain in full force for the duration of the Agreement General Liability and Bodily Injury Insurance, Automobile Insurance, Worker's Compensation Insurance and Certificates of Insurance with a supporting endorsement letter according to Agreement (**Attachment II**).

Location of Bids

This RFB has been posted on the City's website and at the following locations:

<https://www.cityofpleasantonca.gov/business/bids/>

<https://www.bidnetdirect.com/california/cityofpleasantonca>

It shall be the Contractor responsibility to check the City's website to obtain any addenda that may be issued by City Staff. If an addendum is added, it must be submitted with the Bid Response Package, with signature acknowledgement of any changes. Failure to do so will be deemed as a non-responsive bid submittal.

Self-Performance by Contractor

Any Contractor being awarded this contract must have Self-Performance at a 30% minimum of the total scope of services, excluding Specialty Items if any per the Bid Schedule.

Bids Received After Deadline

Bids received after the time established for receiving bids will not be considered.

Selection Process

Staff will review all qualified bid submittals and will select the lowest responsive and responsible contractor based on the submittal criteria that is outlined in this package. Staff will notify selected vendor and recommend their bid proposal to City Council and once approved an Agreement will be executed by both parties.

Rejection of Bids

The City reserves the right to reject any or all bids and to determine which bid is, in the City's judgment, the lowest responsive and responsible bid of a Bidder or group of Bidders. The City also reserves the right to waive any inconsequential omissions or discrepancies in any bid and to delete certain items listed in the bid as set forth therein. Costs for developing, submitting, and presenting bids are the sole responsibility of the Bidder and claims for reimbursement will not be accepted by the City.

Bid Withdrawal

Certain mistakes permit bidders to withdraw their bids without forfeiting their bid bonds. Bidders claiming mistakes must specify in written detail how the errors occurred and must file their written statement with the Office of the City Clerk within five (5) working days of the bid

opening. For bids opened at 2:00 p.m. on Thursdays, the deadline is 2:00 p.m. the following Thursday. Failure to meet the deadline may result in an otherwise valid claim for relief due to a mistake being denied. (ref. Public Contract Code §5100-5110). A bidder that has withdrawn its bid for mistake is prohibited from participating in further bidding on the project, including re-bids or a substantially similar project.

Bid Protest

Any bidder or other interested party desiring to protest any bid must file a written bid protest with the Office of the City Clerk within five (5) working days of the bid opening. For bids opened at 2:00 p.m. on Thursdays, the Bid Protest Deadline is 2:00 p.m. the following Thursday.

The written bid protest must comply with the following requirements:

- a. Only a bidder who has actually submitted a bid for the subject project is eligible to submit a protest against another bidder. Subcontractors are not eligible to submit protests. A bidder may not rely on the protest submitted by another bidder, but must timely pursue its own protest.
- b. The protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the Contract Documents upon which the protest is based. The protest must contain the project number and project name. The protest must contain the name, address and telephone number of the person representing the protesting bidder.
- c. A copy of the protest and all supporting documents must also be transmitted by fax or email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. The protested bidder(s) may submit a written response to the protest, provided the response is received by the City before 5:00 p.m. within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner ("Response Deadline"). The response must include all supporting documentation and the name, address and telephone number of the person representing the protested bidder. Material submitted after the Response Deadline will not be considered.
- e. A copy of the protest response and all supporting documents must also be transmitted by fax or email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedures and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- g. In all cases, the first level of review of any protest shall be conducted by PWD Management Analyst which shall, within 48 hours of receiving a protest from the City Clerk's office, will acknowledge receipt of protest in writing to the protesting bidder. As appropriate, the City Clerk, the Project Manager, the Management Analyst, and/or the City Attorney will be consulted to resolve the protest.

- h. The City shall make their best effort to resolve the protest within twenty-five (25) working days after the protest is filed. A written determination of the protest will be issued to the protesting bidder by the PWD Management Analyst on behalf of the City.
- i. The City may not award the contract pending the City's determination of the protest unless the contract award is justified for urgent and compelling reasons or is determined to be in the best interest of the City. Such justification or determination shall be approved by the Director of the Public Works Department or the designee.

D.I.R.: Contractors will be subject to registration and annual renewal fee to the Department of Industrial Relations (DIR) per Senate Bill 854. The mandate applies to all contractors and sub-contractors who intend to bid or perform work on public works projects (as defined in the Labor Code). This project is subject to compliance monitoring and enforcement by the DIR.

Registration of Contractors with the Department of Industrial Relations

For bids submitted the bidder and its sub-contractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1. A contractor or sub-contractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. A bid will not be accepted, nor any contract entered into without proof that the bidder and its sub-contractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

Certified Payroll Records

Contractor shall furnish the records specified in California Labor Code section 1776, including but not limited to the certified payrolls, directly to the Labor Commissioner. The Contractor shall furnish the records specified in California Labor Code section 1776 to the Labor Commissioner for all projects, whether new or ongoing. Copies of those certified payroll records shall also be submitted electronically to the City, upon request.

Prevailing Wage

In accordance with California Labor Code Section 1170 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract.

Job Site Postings by Contractor

Contractors are required to post all job site notices prescribed by law or regulation. See 8 Calif. Code Reg. section 16451(d).

Labor Nondiscrimination

The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this contract.

Identification

Contractor's employee(s) shall be identified at all times either by a Company uniform, or by a safety vest worn outside other clothing with the Company name clearly displayed. Vehicles will have a Company sign clearly displayed.

Conflict of Interest

The City has established a policy concerning potential conflict of interest in maintenance services, program management, design and construction. This policy applies to all proposers and their proposed contractors/consultants/sub-consultants. See Standard Professional Services Contract for additional information.

Travel Time

The City will **NOT** pay travel time. Any Contractor desiring to cover these costs will need to incorporate them in the applicable hourly rates.

Clarification Questions

Questions should be directed only to the Management Analyst, Daniel Villasenor by email at dvillasenor@cityofpleasantonca.gov. If interpretation or change is deemed necessary to the original document, then the question(s) shall be addressed in writing and a Addendum shall be posted to the City's website. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the bid opening date.

ATTACHMENTS/EXHIBITS:

ATTACHMENT I – BID RESPONSE PACKAGE

EXHIBIT A – SCOPE OF SERVICES

ATTACHMENT II – ROUTE SCHEDULE

ATTACHMENT III – PARKING LOT LOCATIONS & SQUARE FOOTAGE

ATTACHMENT IV – MAP OF PROTECTIVE BIKE LINES WITH LINEAR FOOTAGE

ATTACHMENT V – SAMPLE OF AGREEMENT

**ATTACHMENT I
BID RESPONSE PACKAGE****Required Documentation and Submittals**

All of the specific documentation listed below is **required** to be submitted with the Exhibit A – Bid Form as part of the Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation in the order listed below and clearly label each section with the appropriate title.

Submitted bid MUST contain the following or may be subjected to disqualification:

- 1. **CONTRACTOR INFORMATION:** name, address, year established, principals of company and professional status as applicable.
- 2. **WORK EXPERIENCE:** 3 references for work or services that have been completed by your company in the last three years within the Bay Area or San Joaquin Valley.
- 3. **BID FORM/RATE SHEET:** Complete the tables with the dollar amount for each of the (3) years of service and fill out the additional services hourly rate.
- 4. **EQUIPMENT:** The bid response shall include a list of proposed equipment to accomplish the actual service work requested, along with potential back-up equipment if necessary in this RFB.
- 5. **SUPPLEMENTAL INFORMATION:** Any additional information deemed necessary by your company to assist the City in the selection process including any special project provisions or specifications that the contractor brings to the bid process and actual service work.

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, provide legal name of corporation, state where incorporated, and names of the president and secretary thereof; if a partnership, give name of the company, also names of individuals co-partners composing company; if contractor or other interested person is an individual, give first and last names in full.

CONTRACTOR INFORMATION*(Required)*

CONTRACTOR: (Company Name)		Year Est.:
BUSINESS ADDRESS:		
WEBSITE:		
CONTRACTOR LICENSE #		
CONTRACTOR DIR#		
SUBMITTED BY: (Name & Title)	Name: Title:	
TELEPHONE:	Office: Cell:	
EMAIL:	Email: Email:	

Questionnaire (please circle):

- Has the contractor license been suspended in the past? (If Yes, please explain)
Yes No If Yes _____
- Do you have any contracts terminated by Owner in the past? (If Yes, please explain)
Yes No If Yes _____
- Has the company been debarred or suspended by Owner in the past? (If yes, please explain) Yes No If Yes _____

SIGNATURE:

DATE:

PRINT NAME:

TITLE:

I declare under penalty of perjury that I have the authority to execute this bid and that the foregoing is true and correct.

WORK EXPERIENCE/REFERENCES

(Required)

Years the Company has been in the Trade _____

Provide locations and contact information regarding three (3) projects or services that have been completed by your company in the last three (3) years within the Bay Area, Contra Costa, or San Joaquin Valley. Examples are to be of a similar type as type work you are bidding on and with a public agency.

Please provide a list of references of (3) on a separate sheet of paper if different than the ones listed below.

PROJECT I

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

PROJECT II

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

PROJECT III

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

BID FORM/RATE SHEET**(Required)**

Bidder hereby certifies to City that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

The cost quoted below shall include the composite price for labor and equipment, including all incidental power/hand tools, vehicles, travel expenses, as well as all overhead costs and is the cost the City will pay for the term of any contract that is a result of this bid. **Prevailing Wages are Not required for these Street Sweeping Services.**

ROUTINE MAINTENANCE - Year 1 – July 1, 2024 – June 30, 2025

Item No.	Item Description	QUANTITY ANNUAL	UNIT PRICE	MONTHLY RATE	ANNUAL COST
1. Street Sweeping – Curb Miles - Monthly Curb Miles 643.83, Annual 7,725.96					
	Rate/Total Curb Miles	7,726			
2. Parking Lot Sweeping – 1,193,743 Annual Square Feet					
	Rate/Total Square Feet	1,193,743			
3. Protected Bike Lanes – Monthly 17,000 Linear Feet, Annual 204,000 Linear Feet					
	Rate/ Total Linear Feet	204,000			
TOTAL BID:					

UNSCHEDULED/ADDITIONAL SERVICES – YEAR 1

Item No.	Item Description	Unit of Measure	*Unit Price
4.	As-Needed Response	hourly	

*Unit Price includes Driver & Street Sweeper

ROUTINE MAINTENANCE - Year 2 – July 1, 2025 – June 30, 2026

Item No.	Item Description	QUANTITY ANNUAL	UNIT PRICE	MONTHLY RATE	ANNUAL COST
1. Street Sweeping – Monthly Curb Miles 643.83, Annual 7,725.96					
	Rate/Total Curb Miles	7,726			
2. Parking Lot Sweeping – 1,193,743 Annual Square Feet					
	Rate/Total Square Feet	1,193,743			
3. Protected Bike Lanes – Monthly 17,000 Linear Feet, Annual 204,000 Linear Feet					
	Rate/ Total Linear Feet	204,000			
TOTAL BID:					

BID FORM/RATE SHEET - continued
(Required)

UNSCHEDULED/ADDITIONAL SERVICES – YEAR 2

Item No.	Item Description	Unit of Measure	*Unit Price
4.	As-Needed Response	hourly	

*Unit Price includes Driver & Street Sweeper

ROUTINE MAINTENANCE - Year 3 – July 1, 2026 – June 30, 2027

Item No.	Item Description	QUANTITY ANNUAL	UNIT PRICE	MONTHLY COST	ANNUAL COST
1. Street Sweeping – 426.1 Curb Miles - Monthly Curb Miles 643.83, Annual 7,725.96					
	Rate/Total Curb Miles	7,726			
2. Parking Lot Sweeping – 1,193,743 Annual Square Feet					
	Rate/Total Square Feet	1,193,743			
3. Protected Bike Lanes – Monthly 17,000 Linear Feet, Annual 204,000 Linear Feet					
	Rate/ Total Linear Feet	204,000			
TOTAL BID:					

UNSCHEDULED/ADDITIONAL SERVICES – YEAR 3

Item No.	Item Description	Unit of Measure	*Unit Price
4.	As-Needed Response	hourly	

*Unit Price includes Driver & Street Sweeper

Company Name:

Representative: _____

Signature: _____

Title: _____

SCOPE OF SERVICES/WORK – EXHIBIT A

The City of Pleasanton is dedicated to maintaining safe and clean roadways, and to fulfill this commitment, we are seeking a reliable Street Sweeping Services Contractor. Our scope of services covers routine maintenance of streets, designated parking lots, and protected bike lane areas. Additionally, the contractor may be called upon to respond to traffic accidents and other unscheduled high-priority events.

1. **Control, Supervision and Approval Authority** - Unless otherwise provided by specific provisions, contractor's operations and activities pursuant to any contract resulting from this RFB shall be under the control and supervision of the Streets Division Supervisor or designee.
2. **Street sweeping** - Sweeping will be scheduled Monday through Friday only. Sweeping of residential areas shall not start before 8:00 a.m. or continue after 4:30 p.m. Commercial areas shall be swept between 7:00 p.m. and 8:00 a.m. Sweeping in and around school zones shall not be swept between the hours of 8:00am -9:30am. Sweeping shall be scheduled to maximize the areas of streets being swept by minimizing the interference by parked vehicles.
3. **Gutter Pan Cleaning** -The street sweeper shall thoroughly sweep the gutter pan, ensuring that all debris, leaves, and sediment are removed effectively.
4. **Proximity to Curb** -The street sweeper will sweep as close to the curb as possible whenever feasible. The use of the gutter broom should be optimized to enhance cleaning near the curb, ensuring a comprehensive sweep.
5. **Downtown Route** - Downtown sweeping shall be twice a week on Mondays and Fridays between 5:30 a.m. and 7:00 a.m. Main Street (from Bernal Avenue North to Stanley Boulevard) shall have the entire street surface swept, from curb to curb, including areas within button-designated medians and the side streets (between Peters Avenue to Main Street, First Street to Main Street, and Railroad Avenue to Main Street). The Operations Division Manager or their designee may require revisions in the hours and/or manner of operation necessary to maximize sweeping coverage, to minimize noise complaints or to coincide with City staff working hours.
6. **Medians Sweeping** – Medians shall be swept in the scheduled route along with curb and gutter sections. Areas along the median or turn pocket areas that cannot be reached by a sweeper shall be blown out and then swept with the sweeper.
7. **Parking Lots Sweeping** – The Parking lot process involves thorough inspection and preparation, utilizing specialized equipment to effectively remove debris, dirt, and litter from parking lots. From surface cleaning to edge detailing, every aspect of the parking lot is meticulously addressed to maintain a pristine appearance and prevent potential hazards. With a focus on compliance with environmental and safety regulations.
 - City owned parking lots ([Attachment III](#)) are to be swept twice a month (first and

third Thursday of each month). The City shall provide the schedule for parking lot sweeping. Parking lots in/near residential areas shall not be swept prior to 7:00 a.m. and not after 10:00 p.m.

- Adding Parking Lots - Should the City desire the contractor to sweep additional parking lots, the City will provide a 30-day advance notice to the Contractor. The City will pay the contractor for the added parking lots based on the unit price listed in the [“Bid Form/Rate Sheet”](#) for the added square footage of the new area.
- 8. Protected Bike Lanes** - These bike lanes shall be swept by the contract sweeper utilizing an appropriately sized sweeper to operate within the protected area. Otherwise, the contractor shall operate a leaf blower to blow debris out of the protected area and swept up by the street sweeper. (see [Attachment IV](#) for Map)
 - 9. Traffic Control/Detour** – The Contractor shall provide all safety cones, temporary detour routes to redirect both vehicular and pedestrian traffic safely around active sweeping zones. Warning signs and barriers will be strategically placed to inform and guide traffic, while on-site traffic controllers will manage flow and ensure compliance with temporary regulations.
 - 10. Scheduled Service & Sweeping Routes** - The City shall provide a street sweep schedule ([Attachment II](#)) and the sweeping routes shall be adhered to by the Contractor. Areas scheduled for sweeping shall not coincide with same day garbage pick-up service. All designated streets require sweeping along the curb and gutter and require sweeping along the median curb. After execution of the contract, City may add or delete other streets or portions of streets at the agreed Agreement rate identified in the route schedule. The City may request a change in the schedule within seven (7) day advance notice to Contractor.
 - 11. Unscheduled/Additional Service for Streets** - The Contractor will also provide, if required by the City, unscheduled sweeping of any street(s) or portions of streets at a rate identified in [“Bid Form/Rate Sheet”](#). The City may request sweeping for construction debris. The City will give Contractor a minimum of twenty-four (24) hour notice for such unscheduled sweeping. All additional services shall be at the hourly rate which includes cost of equipment.
 - 12. Equipment** – The equipment used to complete the sweeping required by this Agreement is subject to the approval of the Streets Division Supervisor or designee and must conform to the following:
 - Identification - All vehicles utilized by the contractor shall have wording which clearly identifies the contractor/company. All employees shall be identified at all times by a Company Logo/Uniform or by a safety vest worn outside other clothing with the Company name clearly displayed.
 - Types of Sweepers - The Contractor shall provide the City with the option of a Regenerative Air or Broom Sweeper for the services. The Regenerative Air sweeper will be used for regular route sweeping.

- 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 Agreement
- Registration - Sweeping machines must be properly registered and insured in accordance with California State Motor Vehicle Laws
- 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 five (5) years old at the time of bid and no more than seven (7) years old at any point for the duration of the contract. Machines must be in excellent working condition capable of removing street debris throughout the life of the Agreement. The outside body of the machine must be free from dents and large scratches, and paint must be well maintained.
- Gutter brooms shall be no shorter than seven (7) inches, which shall be operating during all sweeping operations. 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 Agreement 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 Agreement.
- Breakdown of Equipment - At all times the Contractor shall properly maintain a minimum of three (3) sweeping machines, both as to condition and appearance, for the use on the work under this Agreement. In case of breakdown by the main sweeper, immediate service within one hour by a second sweeper is required to complete the daily schedule. If the sweeper is down for more than one hour, a rate of One Hundred Dollars (\$100.00) per hour for each hour above and beyond an hour may be assessed as liquidated damages.
- Storage of Equipment - The Contractor must provide its 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.

13. Holiday Schedule - There will be no sweeping on the following observed holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving

- Christmas

The City will work with the Contractor to identify the makeup date to no conflict with the garbage pickup days.

14. Communications and Reports - The Contractor shall maintain an office or such other facility through which he/she can be contacted and from which he/she can maintain contact with the sweeping vehicles via cell phone or handheld radio services. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. The Contractor shall also provide a 24-hour emergency contact telephone number. For communication and reports please follow the following guidelines:

- Complaints/Concerns regarding the street sweeping operations, which City staff consider 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 Operations Division Manager a report of the action taken on each complaint.
- Reports - Contractor must include a monthly report of curb miles or parking lots swept, categorized by zones. This report should accompany each invoice submitted for payment. It is essential that this report is complete and approved to facilitate the timely processing and remittance of payment.
- The report must include a table that provides the following details:
 - **Location:** Specific areas or streets that were swept.
 - **Miles Swept:** Total miles covered during sweeping in each specified location.
 - **Zone:** Designated zone of the sweeping area.
 - **Cubic Yards Removed Per Zone:** Volume of debris, dirt, and other materials removed from each zone, measured in cubic yards.
 - **Invoice Attachment:** Contractor shall submit a monthly report of curb miles swept by zones. The invoice will be processed and paid upon completion submittal of invoices and required documents.

Location	Miles Swept or Square Feet Parking Lots	Zone	Cubic Yards Removed Per Zone/Per Lot

15. Global Position System (GPS) Tracking - All street sweepers shall have installed a Global Positioning System (GPS) that will enable the City to view via computer internet where the

sweepers are at all times. The cost of the GPS will be the responsibility of the successful bidder and the system must be capable of the following:

- The GPS shall be Internet based and the Contractor shall provide the City two (2) accounts to have full access to the site
- The system shall be capable of gathering and reporting the following real time data; speed, direction, location on a map, address, and distance travelled
- The sweeper's path of travel shall be superimposed on the map
- Generate daily GPS reports of sweep activity including the items listed above and the GPS report shall indicate date and time of service, vehicle identification and speed, broom or pick-up head down time, mileage and route
- Non-installation or improper functioning of the Global Positioning System (GPS) tracking on street sweepers may lead to contract termination due to breach of contract terms

16. Non-Compliance - In the event of persistent non-compliance with contractual requirements, particularly regarding the provision of real-time data and daily reports of sweep activity, the City reserves the right to pursue legal action or litigation against the Street Sweeping contractor. Any costs incurred as a result of legal proceedings will be borne by the contractor, including but not limited to legal fees, court costs, and any damages awarded by the court. It is imperative for the contractor to adhere to the terms of the contract to avoid such legal ramifications and uphold their obligations to the City of Pleasanton.

17. Liquidated Damages - The Contractor shall pay liquidated damages to the City in the sum of \$1,500 for each and every day that street sweeping services are not completed on time and/or if streets are omitted. Omitted streets must be rescheduled with the Streets Division Supervisor or their designee by the following working day.

18. Damages - All damages shall be reported by Contractor to the City to determine repair responsibilities.

19. Inspections - The City will periodically inspect the work to assist in ensuring the work meets City's standards and Streets Division Supervisor or designee will be available during regularly scheduled hours to discuss and resolve any concerns of the contractor.

20. Water Meter & Recycled Water Meter – Both meters must be obtained through OSC Customer Service Center and follow the application process. There will be no fees applied for the meters to the Contractor.

21. Disposal/Hauling of Debris from Collection – All accumulated debris will be dumped as the designated sweeper debris dumpsite located within the OSC yard.

- 22. Prox Card & Access to the OSC** - Contractor will be responsible for coordinating with City staff to obtain a Prox Card for each assigned operator to gain access to the OSC.
- 23. Safety** - All OSHA Safety Requirements must be adhered to by the Contractor and/or any subcontractors while on-site.
- 24. Curb Miles for Existing Streets** - The Contractor shall have sixty (60) days from the execution of this Agreement to verify the estimated curb miles of the streets (**see TABLE 1**). The Contractor or the City may ask for an adjustment to the Agreement price if the actual curb miles, as verified by the Contractor and agreed to by the Operations Division Manager exceed by five percent (5%) of the estimated mileage by category.

TABLE 1 – Total Curb Miles

Zone	Curb Miles	Times per Month	Total Curb Miles
A-1 (Commercial)	9.75	TWICE	19.5
A-2 (Commercial)	15.65	TWICE	31.3
A-3	23.76	ONCE	23.76
A-4	28.11	ONCE	28.11
A-5	17.68	ONCE	17.68
A-6	14.31	ONCE	14.31
A-7	22.5	ONCE	22.5
B-1	27.85	ONCE	27.85
B-2	9.77	ONCE	9.77
B-3	10.92	ONCE	10.92
B-4	19.22	ONCE	19.22
B-5	24.67	ONCE	24.67
C-1	32.61	ONCE	32.61
C-2	18.06	ONCE	18.06
C-3	19.65	ONCE	19.65
C-4	42.05	ONCE	42.05
C-5	25.74	ONCE	25.74
D-1	13.2	ONCE	13.2
D-4 (Commercial)	17.09	TWICE	34.18
D-5 (Commercial)	21.89	TWICE	43.78
Downtown (Commercial)	18.33	TWICE PER WEEK	164.97
TOTALS	426.1		643.83
643.83 curb miles X 12 months			7,725.96 curb miles/year