



**CITY OF BELVEDERE  
REQUEST FOR PROPOSALS  
FOR  
STREET SWEEPING SERVICES**

**Public Works Department  
City of Belvedere, California  
Released on April 3, 2023**

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**STREET SWEEPING SERVICES  
REQUEST FOR PROPOSAL (RFP)**

Dear Proposers:

The City of Belvedere (hereinafter referred to as the “City”) is requesting proposals from a qualified public entity or private firm (hereinafter referred to as the “Proposer), to establish a contract for Street Sweeping Services. The term is expected to be for two (2) years followed by an annual option to renew, up to (5) consecutive years.

**1. Schedule of Events**

This request for proposal will be governed by the following schedule:

Release of RFP	April 3, 2023
Deadline for Written Questions	April 14, 2023
Proposals are Due	3:00PM, April 27, 2023

All dates are subject to change at the discretion of the City.

**2. Scope of Services**

(a) Generally

Furnish all labor, equipment, materials, and supervision to perform maintenance as described herein including, but not limited to, the following:

City staff is looking for qualified street sweeping firms to provide street sweeping services using a modern mechanical or vacuum street sweeper as instructed on a frequency as specified in this scope of work and dispose of collected debris in a legal manner. See Attachment A for City’s Street Sweeping Schedule, Routes and Map for a total of approximately 21 square miles.

(b) Definitions

- a. Curb Mile – measurement of curbing of streets and medians
- b. Linear Mile – measurement of actual miles driven in order to satisfactorily clean streets to the City standard, which may require multiple passes depending on condition and width of street

- c. Curb-to-Curb – area within the curb limits of the street including medians, intersections, and street ends
- d. Holiday – all days observed by the City as holidays including: New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving (including the following Friday), Christmas Eve & Christmas Day, New Year’s Eve.
- e. Inclement Weather – weather conditions that prohibit the effective operation of sweeping operations, such as heavy rain or winds
- f. Debris – litter, rubbish, leaves, sand, dirt, garbage, and other foreign material
- g. Street – all paved dedicated public rights-of-way within the existing or future corporate limits of the City
- h. Re-sweep – sweep required when previous sweeps are deemed by the City to be below standard or when a street or sections of a street are missed during regularly scheduled operation
- i. Travel Speed – sweeper operator must maintain a speed of no more than seven miles per hour while the sweeping head is lowered in the operating position.
- j. City Representative – The City Manager of the City of Belvedere or their designee.

(c) Working Hours

Working hours for the sweeping of residential areas shall be between the hours of 8:00 and 3:00 PM on Fridays. Route 1 shall be performed on the first Friday of the month, Route 2 shall be performed on the second Friday of the month, Route 3 shall be performed on the third Friday of the month and Route 4 shall be performed on the fourth Friday of the month. If there are 5 Fridays in the month there will be no sweeping required for the 5<sup>th</sup> Friday unless requested by the City.

(d) Level of Maintenance

All work shall be performed in accordance with the highest maintenance standard.

Swept clean shall mean no visible debris or tailings left on the swept surface. Due to various street widths and surfaces throughout the City, sweeping clean may require slower travel speed and/or multiple passes by the sweeper in many cases, to ensure curb-to-curb coverage of the street.

Streets with raised medians shall have the curb-gutter perimeters of each raised median swept clean, including turnouts. Street-grade striped medians shall be swept clean in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line.

Routine and non-routine inspections of completed routes shall be carried out by City staff. Deficiencies, in the form of visible debris or tailings left on the swept surface, or in the form of one or more sections of a scheduled route not swept clean, or in the form of an incomplete route, will be reported to the Proposer by phone, email or in writing. The Proposer is required to correct deficiencies within 24 hours. Re-sweeps, corrective action or remediation of the

deficient area will be at no additional cost to the City. If any noted deficient work has not been completed, payment shall be withheld for the relevant route as a portion of the monthly invoice, and shall continue to be withheld until deficiency is corrected.

Annual completion of all routes must be at a completion level of 90% or above. The completion level is determined by what percentage of a route is missed on an annual basis, for any reason, whether corrected or not. An overall annual completion rating of less than 90% for any route is considered unacceptable and may result in non-renewal or early termination of the contract.

No sweeper shall blow debris onto private property. All dust suppression systems shall be as mandated by AQMD as outlined in Attachment B and all other applicable federal, state, county or city ordinances dealing with sweeping of streets, water quality, air quality, hazardous wastes, and rubbish disposal. This includes requirements of the Marin County Stormwater Pollution Prevention Program (MCSTOPPP) in Attachment D, Field O&M-07 BMP Procedures.

Standards, schedules, and frequencies may be modified as deemed necessary by the City for the proper maintenance of the sites.

The Proposer is required to sweep City owned parking lots adjacent to streets along the scheduled route.

Alternative means, such as hand sweeping, for sweep locations inaccessible to a street sweeping vehicle, such as street ends and inaccessible portions of parking lots, will be considered. Proposed alternatives must be included in this proposal and approved by a City representative prior to the start of the contract.

The Proposer shall maintain and provide backup sweeping equipment in the event of mechanical breakdown or any other possible disruption of service.

**If, in the judgment of the City, the level of service is less than specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Proposer until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Proposer and the City. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed to City standards.**

See Attachment A Sweeping Schedule, Routes and Map.

Proposer shall be required to comply with all applicable federal, state, county or city ordinances dealing with sweeping of streets, water quality, air quality, hazardous wastes and rubbish disposal, AQMD requirements including, but not limited to those set out in

Attachment B, and NPDES/MCSTOPP requirements including but not limited to those set out in Attachment C.

(e) Demonstration of Competency

After a Proposer has been selected and before the start of the contract period, the selected Proposer will complete four weeks of the established street sweeping schedule, after which they will submit an invoice for work completed. The City will evaluate the ability of the Proposer to comply with the standards of service and all other requirements of work as outlined in these documents. If, in the opinion of City staff, the Proposer has demonstrated the ability to perform their services without deficiency, the contract will be approved and signed by the City Manager. If, in the opinion of City staff, the Proposer has been unable perform the work without deficiency, the City will reserve the right to decline to approve the contract.

(f) Term of Contract

Unless earlier terminated as allowed for in the approved Agreement, contract term shall be for a period of two (2) years. The term of the Agreement shall automatically be extended for up to one (1) additional year term with the extensions to automatically commence upon the expiration of the initial term or any extended term, unless the City notifies Proposer in writing at least thirty (30) days before the end of the initial term or any extended term, of its intent to terminate the Agreement at the conclusion of the initial term or any extension.

(g) Supervision of Contract

All work shall meet with the approval of the City Manager or their designee. Any specific problem area which does not meet the conditions of the specifications set forth herein and in an approved Agreement shall be called to the attention of the Proposer and if not corrected, payment to the Proposer will not be made for the deficient or disputed work until condition is corrected in a satisfactory manner as set forth in the specifications.

(h) Specifications

This Description of the Scope of Work is intended to cover all labor, material, and standards of workmanship, including compliance with all AQMD (Attachment B) and NPDES/MCSTOPPP (Attachment C) standards, to be employed in the work called for in the Proposal and in any approved Agreement or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Proposer as if described in the specifications.

(i) Correspondence

All written correspondence shall be addressed to Antony Boyd, Public Works Director,

City of Belvedere, 450 San Rafael Avenue, Belvedere, CA 94920.

(j) Water

The successful Proposer shall contact the Marin Municipal Water District to obtain legal access to water to meet the contract requirements. The Proposer shall be responsible for all costs associated with the access to and continued use of water provided by the District.

(k) Disposal

The collection, transfer, and/or disposal of all debris collected during the course of all street sweeping services as specified in this Proposal and an approved Agreement shall be the responsibility of the Proposer to dispose of in a legal manner that meets all City, State, County of Marin and Federal laws, regulations, or other applicable statutes. The City of Belvedere assumes no responsibility for any violations, fines, fees or other liability that may arise from improper debris disposal practices. Disposal at the City Corporation Yard will not be permitted. The cleaning and maintenance of any street sweeping machine may not take place on City property or public streets, except as may be included in an approved Agreement allowing use of the City Yard facilities.

(l) Records, Reports and Schedule

The Proposer shall keep accurate records concerning all employees or agents and provide the City with names and telephone numbers of emergency contact employees.

The Proposer shall utilize a tracking system, such as GPS or digital camera recording, to record routes and times of all work completed. This will be made available to City staff upon request.

The Proposer shall utilize the City's established street sweeping routes and schedules for all regularly scheduled street sweeping operations, unless otherwise directed. If at the request of the Proposer or the City it is necessary to revise any schedule, the Proposer shall provide a modified schedule to the City for approval a minimum of ten (10) working days prior to the effective date of the change. This is intended for long-term schedule changes and not for extra or emergency service. The Director of Public Works may at their discretion approve any changes. In the case of extra service, remediation or corrective action, a request shall be made to the City in the form of a no-charge encroachment permit application, to be approved by the Department of Public Works.

The Proposer shall permit the City to inspect and audit its books and records regarding City-provided services at any time with reasonable notice.

(m) Complaints

Complaints received by the City regarding the Proposer's performance will be transmitted to the Proposer's office in writing, by telephone, or email, and handled by the relevant supervisor. Complaints received directly by the Proposer shall be submitted in writing

electronically to the City on the day such complaints are received.

All complaints are to receive an appropriate follow-up response and remediation within 24 hours following notification of the Proposer. A report of the Proposer's investigation and the corrective action taken shall be made by the Proposer to the Public Works Director within 24 hours of the action.

The Proposer shall maintain a log of complaints received and corrective actions implemented which shall be submitted to the City upon request.

(n) Extra Services

(i) Emergency Services

The Proposer shall provide the City with a 24-hour emergency telephone number to contact a Proposer representative authorized to dispatch appropriate equipment and operators when emergency maintenance conditions occur during hours when the Proposer's normal work force is not present in the City of Belvedere. The Proposer shall dispatch equipment to said emergency within ninety (90) minutes from receiving notification. Failure to do so will result in a penalty of \$800 per occurrence.

(ii) Extra Scheduled Services

The Proposer shall provide the City with extra scheduled services when requested by the City, such as in cases of imminent storm events. These shall be requested no less than 24 hours in advance of required service.

(o) Proposer Office

Proposer is required to maintain an office within a one (1) hour response time of the city limits and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of immediately contacting the Proposer by radio or pager. Proposer shall have a maximum response time of ninety (90) minutes to all emergencies. There will be no storage of equipment or materials on City property, except as may be expressly provided in any approved Agreement.

(p) Schedules

The Proposer must sweep according to the established schedule unless otherwise approved by the City.

(q) Performance During Inclement Weather

- a. During the periods when inclement weather or wind conditions prevents normal operations, the Proposer shall adjust his/her work force as directed by the City Representative and shall only be paid for completed sweeping.



- b. Failure to adjust the labor force to demonstrate good progress on the work shall result in deduction of payments to reflect only the work accomplished.
- c. The Proposer shall immediately notify the Director of Public Works or other assigned agent when the work force has been removed from the job site due to inclement weather or other reasons.

### **3. Proposal Format Guidelines**

Interested Proposers are to provide the City of Belvedere with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals that appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this RFP and any awarded contract, may be rejected. The following proposal sections are to be included in the Proposer’s response:

#### **(a) Vendor Application Form and Cover Letter**

Complete Appendix A, Vendor Application Form and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the Proposer’s office located nearest to Belvedere, California and the office from which the work will be managed.

#### **(b) Qualifications**

The information in this section of the proposal should describe the qualifications of the Proposer, key staff and sub-contractors performing street sweeping work within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- a. Names of key staff that participated and their specific responsibilities with respect to this scope of work.
- b. A summary of the Proposer’s demonstrated capability, including length of time that the Proposer has provided the services, including compliance with AQMD and NPDES/MCSTOPP requirements, being requested in this Request for Proposal.

- c. For private Proposers, provide at least three references that have received similar services from the Proposer. The City of Belvedere reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
- Client Name
  - Project Description
  - Project start and end dates
  - Client project manager name, telephone number, and e-mail address
- d. Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

(c) Financial Capacity

Provide the Proposer's pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

(d) Fee Proposal

All Proposers are required to use the form in Appendix B, Pricing Proposal to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

(e) Disclosure

Please use Appendix C, Disclosure of Government Positions, to disclose any and all past or current business and personal relationships with any current Belvedere elected official, appointed official, City employee, or family member of any current Belvedere elected official, appointed official, or City employee. Any past or current business relationship may not necessarily disqualify the firm from consideration.

(f) Sample Services Contract

The contractor selected by the City will be required to execute an Agreement (Agreement) with the City. The form of the Agreement is enclosed as Attachment C, Construction Services Contract, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have

accepted the form as attached.

(g) Disqualifications Questionnaire

Please complete Appendix D, Disqualification Questionnaire, to disclose whether any officer, employee, or proprietor of the Proposer has been prevented, removed or otherwise disqualified from bidding on or completing a government project because of a violation of law or a safety regulation.

(h) Ex Parte Communications Certification

Please complete Appendix E, Ex Parte Communications Certification, to certify that neither the Proposer nor any representative of the Proposer has had any Communication with a City Councilmember concerning the Street Sweeping Services RFP at any time since March 29, 2013. Or, if communication has occurred, a copy of all such communication is attached to this form.

(i) Checklist of Forms to Accompany Proposal

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals.

- Attachment A - Schedule, Routes and Map
- Attachment B - AQMD 1186.1
- Attachment C - MCSTOPPP Field O&M-07
- Attachment D - Construction Services Agreement
- Appendix A - Vendor Application Form
- Appendix B - Price Proposal Form
- Appendix C - Disclosure of Government Positions
- Appendix D - Disqualifications Questionnaire
- Appendix E - Ex Parte Communications Certificate

#### **4. Process for Submitting Proposals**

(a) Content of Proposal

The proposal must be submitted using the format as indicated in the proposal format guidelines above.

(b) Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

(c) Number of Proposals

Submit one original, Five (5) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

(d) Submission of Proposals

Complete written proposals must be submitted in sealed envelopes marked and received no later than 3:00 p.m. (P.S.T) on April 27, 2023, to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Belvedere  
Attn: Antony Boyd  
450 San Rafael Avenue  
Belvedere, CA 94920  
RE: Street Sweeping Services

(e) Inquiries

Questions about this RFP must be directed in writing, via e-mail to Public Works Director Antony Boyd at [aboyd@cityofbelvedere.org](mailto:aboyd@cityofbelvedere.org).

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be available on request. The City will endeavor to answer all written questions timely received no later than April 14, 2023. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a Proposer is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

(f) Conditions for Proposal Acceptance

This RFP does not commit the City to award a contract or to pay any costs incurred for any services, including costs of responding to this RFP. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Belvedere. If any proprietary information is contained in the proposal, it should be clearly identified.

## **5. Evaluation Criteria**

Consultant selection will be based upon the RFP submitted. Evaluation will be based on qualifications, expertise and cost as represented in the proposal, as well as feedback from valid references. The City may elect to hold interviews with potential firms.

## Attachment A

### **Sweeping Schedule, Routes and Map**

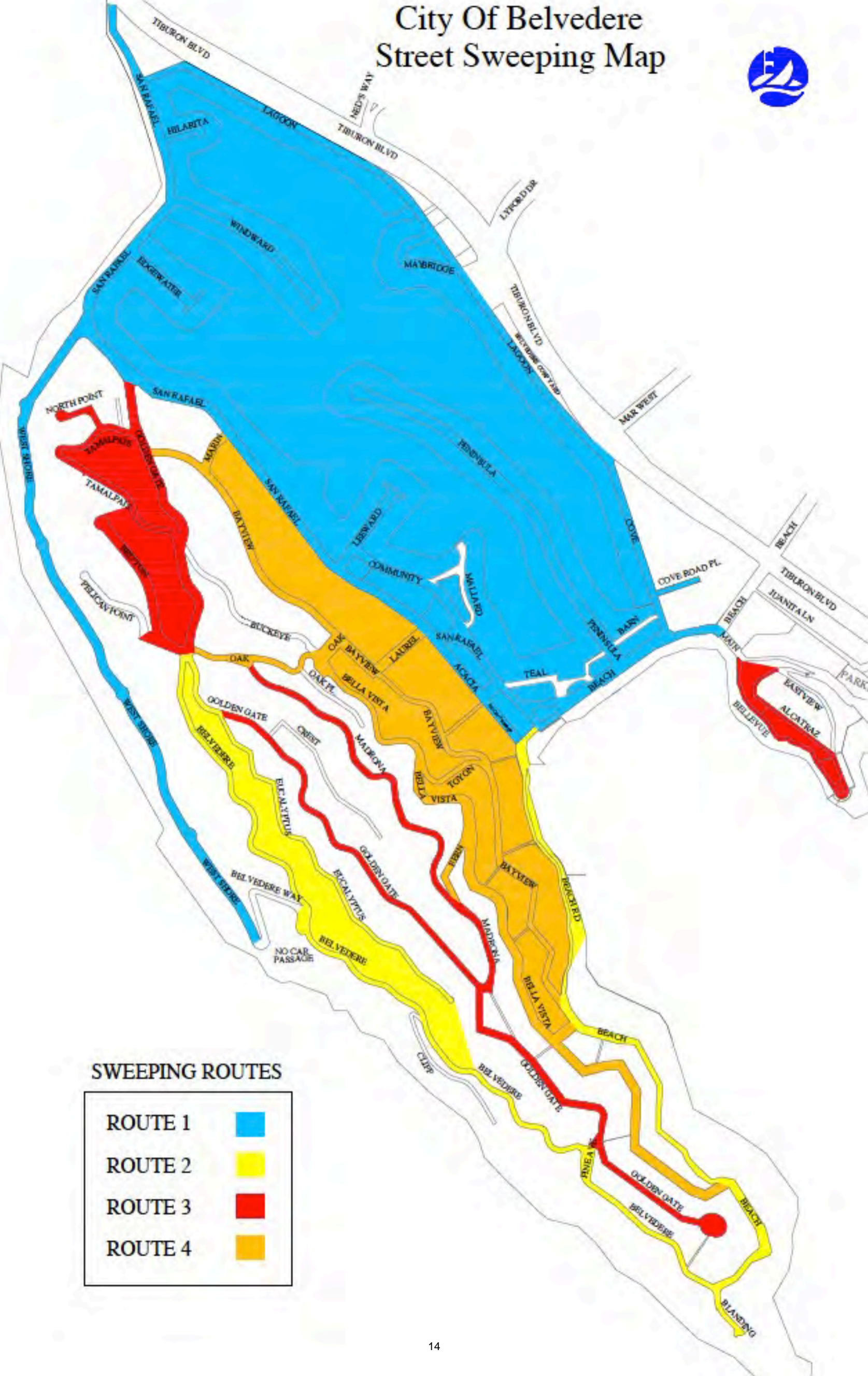
**Route 1:** Shall be performed on the first Friday of the month to consist of Cove Road, Lagoon Road, San Rafael Avenue, Peninsula Road, Westshore Road, Edgewater Road, Windward Road, Leeward Road, Lower Beach Road, Community, Cove Road Place, Acacia, Maybridge Road and Hilarita Circle.

**Route 2:** Shall be performed on the second Friday of the month to consist of; Upper Beach Road, Belvedere Avenue, Pine Avenue, Blanding Lane and Eucalyptus Road.

**Route 3:** Shall be performed on the third Friday of the month to consist of; Golden Gate Avenue, Madrona Avenue, Britton Avenue, Tamalpais Avenue, North Point Circle, Alcatraz Avenue and Bellevue Avenue.

**Route 4:** Shall be performed on the fourth Friday of the month to consist of; Bayview Avenue, Laurel Avenue, Oak Avenue, Marin Avenue, Bella Vista Avenue, Fern Avenue and Toyon.

# City Of Belvedere Street Sweeping Map



## SWEEPING ROUTES

ROUTE 1	<span style="color: blue;">■</span>
ROUTE 2	<span style="color: yellow;">■</span>
ROUTE 3	<span style="color: red;">■</span>
ROUTE 4	<span style="color: orange;">■</span>

**AQMD Rule 1186.1**

**Rule 1186.1 - Less-Polluting Sweepers**

(Adopted August 18, 2000)(Amended June 4, 2004)

(Amended September 9, 2005)(Amended May 5, 2006)

**RULE 1186.1. LESS-POLLUTING SWEEPERS**

(a) Purpose

To reduce air toxic and criteria pollutant emissions, this rule requires certain public and private sweeper fleet operators to acquire alternative-fuel or otherwise less-polluting sweepers when purchasing or leasing these vehicles for sweeping operations undertaken by or for governments or governmental agencies in the jurisdiction of the South Coast Air Quality Management District (District).

(b) Applicability

(1) This rule applies to any federal, state, county, city or governmental department or agency, any special district such as water, air, sanitation, transit, and school districts, or private individual firm, association, franchise, contractor, user or owner who provides sweeping services to a governmental agency that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, but excluding those vehicles exempt as defined by Rule 1191 paragraph (f) (1).

(2) Sweepers having a gross vehicle weight of 14,000 pounds or more are subject to this rule.

(c) Definitions

For purposes of this rule, the following definitions shall apply:

(1) **AFFECTED GOVERNMENTAL AGENCY** means any governmental agency in the District's jurisdiction that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, excluding those exempt as defined by Rule 1191 paragraph (f) (1).

(2) **ALTERNATIVE-FUEL SWEEPER** means a sweeper with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered alternative-fuel technologies for the purposes of this rule.

(3) **APPROVED CONTROL DEVICE(S)** is a California Air Resources Board

(CARB)-certified exhaust control device(s) that reduces particulates and possibly other precursor emissions. To be considered fitted with approved control device(s), all diesel exhaust from the sweeper, including the auxiliary engine (if applicable) must be vented through such a device(s) that have been certified by CARB at the time of vehicle purchase.

(4) FLEET OPERATOR is any federal, state, county, city, or governmental department or agency, any special district such as water, air, sanitation, transit, and school districts, or private individual firm, association, franchise, contractor, user or owner who provides sweeping services to a governmental agency that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, excluding those exempt as defined by Rule 1191 paragraph (f)(1).

(5) GOVERNMENTAL AGENCY include any federal, state, regional, county, city, or governmental department and agency, and any special district such as water, air, sanitation, transit, and school districts. See AFFECTED GOVERNMENTAL AGENCY.

(6) LOW-SULFUR DIESEL FUEL means diesel fuel that has a maximum sulfur content of 15 parts per million (ppm). The use of low-sulfur diesel fuel improves the performance of and may be necessary for the use of advanced exhaust control devices.

(7) PURCHASE OR LEASE means that a purchase or lease contract has been signed by both parties for a sweeper to be delivered within 1 year of the purchase or lease contract date, which is the date the contract, is signed by both parties.

(8) SWEEPER means any heavy-duty vehicle with a gross vehicle weight of 14,000 pounds or more that is permitted to operate on public roads through California Department of Motor Vehicle registration or the federal government and used for the express purpose of removing material from paved surfaces, by mechanical means through the action of one or more brooms, or by suction through a vacuum or regenerative air system or any combination of the above.

(9) SWEEPING OPERATIONS means operations to remove material from paved surfaces using sweeper(s), as defined by this rule.

(d) Requirements

**For Fleet Operators:**

(1) Beginning July 1, 2002, a fleet operator shall meet the following conditions for each individual purchase or lease of a replacement or additional sweeper:

(A) Purchase or lease an alternative-fuel sweeper, OR

(B) Before July 1, 2008, if the fleet operator has an approved Technical Infeasibility Certification for this individual purchase or lease, as described in subdivision (e),

(i) purchase or lease a non-alternative fueled sweeper with all applicable approved control device(s), and

(ii) maintain the approved control device(s) per manufacturer's specifications, and



- (iii) if using diesel fuel, fuel the sweeper with low-sulfur diesel fuel only, and
- (iv) comply with Rule 1186 without invoking the exemption provision in Rule 1186 paragraph (i) (3), unless a demonstration is made to the Executive Officer that for solely technical reasons no certified sweeper, as defined in Rule 1186 paragraph (c) (2) is commercially available.

**For Affected Governmental Agencies Contracting for Sweeping Services:**

(2) Any affected governmental agency that signs a contract after July 1, 2002 for sweeping services must:

(A) Contract for sweeping services that use alternative-fuel sweeper(s),

OR

(B) Solicit bids for sweeping operations using alternative-fuel sweepers and if no bids are submitted:

(i) Contract for non-alternative fueled sweeper(s) and ensure that the sweeper(s) are only fueled with low-sulfur diesel and outfitted with approved control device(s) that are installed and maintained per the manufacturer's specifications, and

(ii) Contract for sweeper(s) that comply with Rule 1186 without invoking the exemption provision in Rule 1186 paragraph (i) (3), unless a demonstration is made to the Executive Officer that for solely technical reasons no certified sweeper, as defined in Rule 1186 paragraph (c) (2), is commercially available.

(3) After January 1, 2003, any renewal or extension option of a contract is considered a new contract that must meet the requirements of paragraph (d)(2).

(e) Technical Infeasibility Certification Criteria and Procedures

(1) Six months prior to the date of purchase or lease of a replacement or additional sweeper, any fleet operator seeking to comply with subdivision

(d) without purchasing or leasing an alternate-fuel sweeper [i.e., opting to comply with paragraph (d) (2)], shall demonstrate the technical infeasibility of complying with paragraph (d) (1) requirements by submitting a signed and dated Technical Infeasibility Certification Request to the Executive Officer and attest to the accuracy of all statements therein, that shall include:

(A) the name and address of the fleet operator; and

(B) current sweeper fleet composition, including make, model, and a complete description of the sweepers' dust suppression systems; and

(C) demonstration that no alternative-fuel engine and chassis configuration is commercially available from any manufacturer for sweeping operations conducted by the fleet operator (only technical reasons for choosing a given chassis configuration are acceptable),

OR

(D) demonstration that a fueling station for alternative-fuel sweepers

commercially available from any manufacturer for sweeping operations conducted by the fleet operator is not available within five miles of the vehicle storage or maintenance yards.

(2) Within 90 calendar days of receipt of a completed Technical Infeasibility Certification Request submitted pursuant to paragraph (e) (1), the Executive Officer will either approve or disapprove the Request, in writing.

(3) The Executive Officer shall disapprove a Technical Infeasibility Certification Request if it does not meet the requirements of paragraph (e)(1). If a Technical Infeasibility Certification Request is disapproved by the Executive Officer:

(A) The reasons for disapproval shall be given to the applicant in writing.

(B) Upon receipt of a notice of a disapproved Technical Infeasibility Certification Request, the fleet operator shall comply with paragraph (d) (1).

(C) The fleet operator may resubmit a Technical Infeasibility Certification Request at any time after receiving disapproval notification, but must still comply with paragraph (d) (1) until such time as the Executive Officer approves a Technical Infeasibility Certification Request under paragraph (e) (1).

(4) A Technical Infeasibility Certification Request is subject to plan filing and evaluation fees as described in Rule 306.

(f) Exemptions

(1) The provisions of this rule shall not apply to fleets consisting of evaluation/test vehicles, provided by or operated by the vehicle manufacturer or manufacturer representative for testing or evaluation, exclusively.

(2) The provisions of subdivision (d) shall not apply to a sweeper purchase by a fleet operator that is solely dedicated to serving governmental agencies that are not subject to this rule, upon demonstration to and approval of the Executive Officer.

(g) Compliance Auditing and Enforcement

(1) At the request of the Executive Officer, the fleet operator shall provide the purchase, lease, or contract records for their sweepers to demonstrate compliance with subdivision (d).

(2) At the request of the Executive Officer, any fleet operator claiming an exemption under subdivision (f) shall supply proof that their sweeper or fleet is exempted from this rule.

(h) Severability

If any provision of this rule is held by judicial order to be invalid, or invalid or inapplicable to any person or circumstance, such order shall not affect the validity of the remainder of this rule, or the validity or applicability of such provision to other persons or circumstances. In the event any of the exceptions to this rule is held by judicial order to be invalid, the persons or circumstances

covered by the exception shall instead be required to comply with the remainder of this rule.

### **AQMD Incentive Funding Programs**

- Summary of Co-funding Sources

<http://www.aqmd.gov/tao/FleetRules/AFVFFundingSources.htm>

- Mobile Source Emission Reduction Review Committee

<http://www.cleantransportationfunding.org/>

- Carl Moyer Memorial Program Incentives for Purchasing Lower-Emission Heavy-Duty Engines (ARB website)

<http://www.arb.ca.gov/msprog/moyer/moyer.htm>

### Other Links for Finding Fueling Stations

<http://www.aqmd.gov/tao/FleetRules/Fuelguides.htm>

For more information on the fleet rules, call the FLEET RULE IMPLEMENTATION HOTLINE at (909) 396-3044 or e-mail [fleetrules@aqmd.gov](mailto:fleetrules@aqmd.gov).

*Source: <http://www.aqmd.gov/tao/FleetRules/1186.1Sweepers/index.htm>*

# Street Sweeping

O&M-07
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Street sweeping involves a variety of tasks to prepare streets for sweeping, conducting sweeping, and managing wastes generated from sweeping. **Specify in contracts** that the O&M-07 BMP Procedures shall be followed, that back up equipment shall be available, and that records shall be provided.

<b>BMP Procedures</b>	<ul style="list-style-type: none"> <li>. Clean streets according to the established sweeping schedule. Take into account the heavy leaf season when scheduling.</li> <li><input type="checkbox"/> Street sweeping should be done in such a way as to leave streets clean, with no dirt trails or debris.</li> <li><input type="checkbox"/> Identify and prioritize areas that need more frequent cleaning than in the table below.</li> <li><input type="checkbox"/> Report trees that interfere with sweeping operations.</li> <li><input type="checkbox"/> Check sweeping equipment for proper adjustment before commencing route and at appropriate intervals during the work shift. No dirt trails or debris should be left behind.</li> <li><input type="checkbox"/> Operate sweeping equipment at the speed specified by the manufacturer.</li> <li><input type="checkbox"/> Inspect and maintain equipment at the designated frequencies             <ul style="list-style-type: none"> <li>o Replace worn out components as needed.</li> </ul> </li> <li><input type="checkbox"/> Report observed illicit discharges and spills to the Stormwater Program Coordinator or hot line.</li> <li><input type="checkbox"/> Transport sweeping waste to the Corp Yard or temporary pre-designated storage location until disposed of properly.             <ul style="list-style-type: none"> <li>o Do not stockpile in or near storm drains or creeks. Protect stockpiles with a cover or sediment barriers.</li> </ul> </li> <li><input type="checkbox"/> Track and document:             <ul style="list-style-type: none"> <li>o Miles swept using the broom odometer.</li> <li>o Volume or weight of material removed each day.</li> </ul> </li> </ul>
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Municipality	Sweeping Frequency		
	Residential	Commercial	Industrial
Belvedere	Weekly	Weekly	Not applicable
Corte Madera	Weekly	Weekly	Weekly
Fairfax	Monthly	Weekly	Not applicable
Larkspur	Monthly	Monthly	Weekly
County	Annually	2x/year	Not applicable
Mill Valley	Monthly	4x/month	Not applicable
Novato	Every 6 weeks	Weekly	Monthly
Ross	Weekly	Weekly	Not applicable
San Anselmo	1-2x/month	1-2x/month	Not applicable
San Rafael	Every 6 weeks	2x/week	2x/month
Sausalito	Monthly	3x/week	Monthly
Tiburon	Monthly	Monthly	Not applicable

## CITY OF BELVEDERE

Contract for

**[name project]**

This public works contract (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the City of Belvedere (the "City") and \_\_\_\_\_ ("Contractor" collectively the "Parties") for the work of [briefly describe project] (the "Project"). The Parties hereby agree as follows:

1. **SCOPE OF WORK.** Contractor hereby agrees to furnish all of the material, equipment, and labor necessary, and to perform all of the work described in the specifications for the Project more particularly described in Exhibit "A" (the "Scope of Work") according to the terms of this Contract. To the extent any attachment contains provisions that conflict with the terms of the body of this Contract, the Contract terms will control.
2. **CONTRACT DOCUMENTS.** The Contract Documents incorporated into, and made part of, this Contract include and are comprised of all of the documents listed below:
  - A. Notice inviting bids, if applicable.
  - B. Contract.
  - C. Exhibit "A" Scope of Work.
  - D. Exhibit "B" Insurance.  
[Include additional documents as applicable; noncollusion declaration; bid schedule; subcontractor list; and bonds requirements.]
3. **TIME OF COMPLETION.** The work to be performed under this Contract shall be commenced within \_\_\_\_\_ calendar days of the City giving Contractor a notice to proceed. The work shall be completed within \_\_\_\_\_ working days from commencement, and within such extensions of time as are provided by the City in writing.
4. **CONTRACT PRICE.** As full and complete compensation for Contractor's timely completion of the Scope of Work, the City agrees to pay Contractor the amount of \$\_\_\_\_\_ (the "Contract Price"). Payment will be made monthly upon receipt of an itemized invoice.
5. **INDEMNIFICATION.** Contractor shall indemnify, release, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation arising out of Contractor's performance of its obligations under this Contract or out of the operations conducted by Contractor, except for such loss or damage arising from the sole or active negligence or willful misconduct, of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Contract, Contractor shall provide a defense to the City indemnitees by counsel selected by the City, or at the City's option,

reimburse the City indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of said claims.

6. INSURANCE. Contractor agrees to obtain and maintain in full force and effect during the term of this Contract, insurance as set forth in Exhibit "B" attached hereto and incorporated herein by reference.

7. TERMINATION. Either party may terminate this Contract for cause upon fifteen (15) days' written notice mailed or personally delivered to the other Party and the notified Party's failure to cure or correct the cause of the termination to the reasonable satisfaction of the Party giving such notice, within said fifteen (15) day time period. Upon receipt of notice of termination, neither Party shall incur additional obligations under this Contract without the prior written consent of the other. The City reserves the right to terminate all or part of the Contract for convenience upon reasonable written notice to Contractor. In such case, the City will owe Contractor payment for the work satisfactorily performed prior to Contract termination. A waiver by the City of any breach of any Contract provision shall not be deemed a waiver of any subsequent breach.

8. GENERAL PROVISIONS.

- A. Nondiscrimination. No discrimination shall be made in the employment of persons under this Contract because of race, national origin, ancestry, religion, or gender or sexual orientation or identity.
- B. No Independent Contractor. Contractor and the City expressly agree that the status of Contractor, its officers, agents and employees, and any subcontractors, are that of an Independent Contractor and not that of an employee of the City.
- C. Compliance with Laws. Contractor and any subcontractors shall comply with all federal, state, and local laws in the performance of this Contract. Unless the Contract Price is less than \$1,000, the Contract is subject to all applicable requirements of California Labor Code section 1720 *et seq.*, including but not limited to prevailing wage requirements.
- D. Modification. This Contract may only be modified by the prior written agreement of the Parties.
- E. Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without the City's prior written consent. This Contract is binding on Contractor's and the City's lawful heirs, successors, and permitted assigns.
- F. Third Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.
- G. Governing Law and Venue. This Contract will be governed by California law and venue will be in the Superior Court of Marin County, and no other place.
- H. Integration; Severability. This Contract and the Contract Documents incorporated herein, constitute the final, complete, and exclusive terms of the agreement between the City and Contractor. If any provision of the Contract or Contract Documents, or portion of a provision thereof, is determined to be illegal, invalid, or unenforceable,

the remaining provisions of the Contract and Contract Documents will remain in full force and effect.

- I. Counterparts and Electronic Signature. This Contract may be executed by electronic signature and in counterpart original. Counterpart signature pages may be delivered by email or other means of electronic transmission.

**IN WITNESS WHEREOF**, the Parties have executed this Contract as of the day, month and year first above written.

DATED: \_\_\_\_\_

**CITY OF BELVEDERE**

By: Robert Zadnik  
City Manager, City of Belvedere

DATED: \_\_\_\_\_

**[CONTRACTOR NAME]**

By: \_\_\_\_\_

**Exhibit “A”**

**Scope of Work**



## Exhibit "B"

### Insurance Requirements

Contractor will, at all times under this Contract, maintain the insurance coverage required herein to cover the activities of Contractor and any subcontractors relating to or arising from performance of the Scope of Work. Each policy must be issued by a company licensed to do business in California. Contractor must provide the City with certificates of insurance and required endorsements as evidence of coverage before the City authorizes Contractor to proceed with any work.

- A. Workers' Compensation. Statutory coverage is required by the California Workers' Compensation Insurance and Safety Act. If Contractor is self-insured, it must provide its duly authorized Certificate of Permission to Self-Insure.
- B. Liability. Commercial General Liability ("CGL") Coverage insurance issued on an occurrence basis, including coverage for liability arising from Contractor's or its subcontractor's acts or omissions in performing the Scope of Work, including Contractor's protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicular coverage, and employer's non-ownership liability coverage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- C. Automotive. Commercial automotive liability coverage for owned, non-owned, and hired vehicles must provide coverage of at least \$2,000,000 combined single limit per accident for bodily injury, death, or property damage.
- D. Subrogation Waiver. Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the City or the City's insurers.
- E. Required Endorsements. The CGL policy and the automotive liability policy must include the following specific endorsements:
  - (1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract.
  - (2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided is primary and no insurance held or owned by the City may be called upon to contribute to a loss (“primary and non-contributory”).

(4) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of the City before the City’s own insurance or self-insurance will be called upon to protect it as a named insured.

(5) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

**REQUEST FOR PROPOSAL**  
*Street Sweeping Services*  
**VENDOR APPLICATION FORM**

TYPE OF APPLICANT:             NEW             CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

NON PROFIT CORPORATION             FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION             LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL             SOLE PROPRIETORSHIP

PARTNERSHIP             UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

City of Belvedere Business License Number: \_\_\_\_\_

(If none, you must obtain a Belvedere Business License upon award of contract.)

City of Belvedere Business License Expiration Date: \_\_\_\_\_

Appendix B

Pricing Proposal

BELVEDERE STREET SWEEPING SERVICES

PROPOSAL ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ANNUAL AMOUNT
<b>i. Annual Sweeping Services</b>					
	Route 1	Per Service	\$/Mile	\$ _____	\$ _____
	Route 2	Per Service	\$/Mile	\$ _____	\$ _____
	Route 3	Per Service	\$/Mile	\$ _____	\$ _____
	Route 4	Per Service	\$/Mile	\$ _____	\$ _____
	Annual routine service based on the total routes, parking lots and schedule defined in Section 2 of RFP.		\$/Month	\$ _____	\$ _____
<b>ii. Scheduled Extra Service</b>					
	Rate - scheduled extra work	N/A	\$/Hour (operator & sweeper)	\$ _____	N/A
<b>iii. Emergency Service</b>					
	Rate - emergency extra work	N/A	\$/Hour (operator & sweeper)	\$ _____	N/A

Appendix C

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

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Appendix E  
EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Street Sweeping Services RFP at any time after November 9, 2011

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Proposers Signature

**OR**

I certify that Proposer or Proposer's representatives have communicated after November 9, 2011 with a City Councilmember concerning the Street Sweeping Services RFP. A copy of all such communications is attached to this form for public distribution.

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Proposers Signature