REQUEST FOR BID
CITY-WIDE STREET SWEEPING SERVICES
RFB No: 1029.15.14-15

Type of RFB: ☒ General Service

Bid Submittals: Responses to the Request for Bid (RFB) must be submitted to:
Mail Delivery
City of Pomona
Purchasing Division
P.O. Box 660
Pomona, CA 91769
Hand Delivery, FedEx, UPS, etc.
City of Pomona
Purchasing Division
505 S. Garey Avenue
Pomona, CA 91766

SCHEDULE OF EVENTS:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Post RFB</td>
<td>12/17/14</td>
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<tr>
<td>Questions Due</td>
<td>1/5/15 by 3:00 PM</td>
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<tr>
<td>Addendum Issued</td>
<td>1/5/15</td>
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<tr>
<td>Bid Due Date</td>
<td>1/12/15 by 3:00 PM</td>
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(The City reserves the right to change schedule of events without prior notice or responsibility to Bidders.)

Website address: www.ci.pomona.ca.us
Follow the path of – Business; Current Bids and RFBs; Non-Construction Bids
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1. INTRODUCTION

This specification describes the City of Pomona's requirements for providing street sweeping, downtown area sweeping and parking lot sweeping services throughout the City of Pomona. The City wishes to establish a three (3) year contract with a qualified sweeping company, with an option to renew the contract for up to two (2) additional years, not to exceed five (5) total contract years.

2. BID SUBMISSION INSTRUCTIONS

Bids must be submitted in a sealed package, clearly marked with “RFB# 1029.15.14-15, City-Wide Street and Parking Lots Sweeping Services.” Bidders must submit:

- One (1) binder clipped original;
- One (1) CD with PDF copies.

Bids must be binder clipped or stapled only; do not use spiral or comb binding, three-ring binders, folders, etc.

**Bids submitted by telephone, e-mail, or faxed will be rejected.** Rejected Bids will not be returned and will be destroyed by the City 30 days after Bid opening. In the event that only one response is received, the City reserves the right to cancel the Bid, return the unopened response to the Vendor, and re-advertise.

Bids must be received in the Purchasing Division Office in accordance with the published “Schedule of Events” and delivered to the following location:

- **U.S. Mail:** City of Pomona
  Purchasing Division
  P.O. Box 660
  Pomona, CA 91769

- **Hand delivery, FedEx, UPS:** City of Pomona
  Purchasing Division
  505 South Garey Ave.
  Pomona, CA 91766

Bids will be publicly opened on the date and time of the Bid Due Date identified herein; Bid results will be posted on the City’s website within 1-2 days after bid opening. Posted bid prices are preliminary in nature and may not reflect the final cost calculation. The City’s website address is [http://www.ci.pomona.ca.us](http://www.ci.pomona.ca.us). To locate to all posted documentation click on “Business”, “Current Bids and RFP’s”, “Non-Construction Bids”. No other letters or correspondence will be sent.

3. INQUIRIES

Bidders must carefully examine this RFB and any addenda that may be posted on the City’s website prior to submission of their bid. Bidders must seek clarification of any ambiguity, conflict, omission or other error in this RFB in writing prior to submission of their bid. If an answer materially affects the RFB, the information will be incorporated into an addendum and distributed to all vendors via the City’s website; no other contact shall be made by the City to vendors regarding addenda to the RFB. It shall be the vendor’s sole responsibility to check the City’s website to determine if any addenda have been posted prior to the bid due date.
Questions pertaining to the bidding process should be referred to Keri Hinojos, Purchasing Manager at (909) 620-2039, via e-mail to keri_hinoj os@ci.pomona.ca.us, or by fax at (909) 620-3711. Please note that per Section 2-975(2) of the Pomona City Code, any unauthorized contact by the bidder during the bid or proposal process with an official or city employee, other than those shown in the bid or proposal, the Finance Director, or Purchasing Manager, shall cause the bidder to be immediately disqualified from participating in the bidding process.

4. SCOPE OF SERVICES

1. Sweeping Performance

CONTRACTOR shall use and furnish at their expense all labor, equipment and materials necessary for the satisfactory performance of the street sweeping, downtown area sweeping and parking lot sweeping work set forth herein. After sweeping, curbs and gutters shall be left in a clean condition (free from residue). The CONTRACTOR shall make as many passes as are deemed necessary by the City to leave the streets and parking lots in a clean condition, at no additional charge.

2. Daily Log

CONTRACTOR shall maintain a daily log that indicates dates, times, streets, curb miles and parking lots swept. The log shall be available for the inspection of the Public Works Director or authorized designee.

3. Years in Business

The successful bidder shall have a minimum of five (5) years of experience in the business of commercial street sweeping.

4. Small Debris Clean Up

Each sweeper shall have the ability to clean up small piles of debris that are out of reach of the sweeper including, but not limited to broken glass, leaves, trash or other small debris.

5. Leaf Blowers

The use of leaf blowers before 7:00 a.m. is expressly prohibited and shall be cause for immediate termination of the contract by the City. This is a contract requirement.

6. Sweeping schedule and services are as follows:

a) STREETS

Current sweeping schedule for all City streets and medians is as follows: Bi-weekly and occurs on the first and third week of the month, except when there is a fifth week, no sweeping will occur.

Sweeping operations shall be conducted according to the following time schedule:

1. Areas posted with parking restriction signage (Sweeping Routes) shall be swept on the days specified on the posted street signs between the hours of 8:00 A.M. - 12:00 P. M.
2. Areas not posted with parking restrictions shall be swept between the hours of 4:30 A.M. - 8:00 A.M.

Pricing Options - The City is also seeking pricing options for sweeping to occur once per month (Bid Sheet “B”) or once per week (Bid Sheet “C”).

b) DOWNTOWN AREA

Current sweeping schedule in the Downtown Area is as follows: once per week, and must occur every Monday. The Downtown Area is a total of nine (9) curb miles and includes the following boundaries: all streets bounded by First Street on the north, Mission Boulevard on the south, Park Avenue on the west and Eleanor Street on the east, including the boundary streets.

Sweeping operations shall be conducted according to the following time schedule:

1. Areas posted with parking restriction signage (Sweeping Routes) shall be swept on the days specified on the posted street signs between the hours of 8:00 A.M. - 12:00 P.M.

2. Areas not posted with parking restrictions shall be swept between the hours of 4:30 A.M. - 8:00 A.M.

c) PARKING LOTS

Current sweeping schedule for each Parking Lot is as follows: once per week and occurs every Monday. On national holidays that are observed on a Monday, the Contractor shall provide sweeping services on the following Tuesday. Designated Parking Lots in this area are:

- The North Garey Metrolink Station, located between Garey Avenue and Fulton Road.
- The Downtown Regional Transit Center, located between Garey Avenue and Main Street.
- Short Street Parking Lot, located on Short St., just south of Holt Ave.

Sweeping operations shall be conducted according to the following time schedule:

1. Areas posted with parking restriction signage (Sweeping Routes) shall be swept on the days specified on the posted street signs between the hours of 8:00 A.M. - 12:00 P.M.

2. Areas not posted with parking restrictions shall be swept between the hours of 4:30 A.M. - 8:00 A.M.

d) SPECIAL EVENTS

Contractors are being asked to bid an estimated 25 additional operator and equipment hours per year for special events and other needs that the City deems necessary. The City reserves the right to increase or decrease the amount of hours as needed. The City will provide a three (3) month, written, advance notice of changes to the route or the frequency.
e) **HOLIDAYS**

Contractor shall **not** provide sweeping services on any of the following Holidays:

- **New Year’s Day** January 1
- **Martin Luther King, Jr. Day** 3rd Monday in January
- **President’s Day** 3rd Monday in February
- **Memorial Day** Last Monday in May
- **Independence Day** July 4
- **Labor Day** 1st Monday in September
- **Veterans’ Day** November 11
- **Thanksgiving** 4th Thursday in November
- **Day after Thanksgiving** Friday after Thanksgiving
- **Christmas Day** December 25

7. **Sweeping Services Management Plan**

As part of this bid, the Contractor shall have a plan for insuring that all streets are swept. The Management Plan must include solutions that consider population growth, parked cars, trash pickup services etc. The Contractor is encouraged to use the latest technology advances in their plan to achieve their management plan objectives.

8. **Delays in Sweeping**

In the event of inclement weather, Contractor shall not be required to perform regular sweeping. Contractor shall, immediately upon direction from the Public Works Director, or authorized designee, sweep any streets that become littered with storm debris or become impassable due to collected water.

9. **Equipment**

Regenerative air vacuum type sweepers shall be used for all sweeping. All equipment must meet Rules 1186 and 1186.1 of the South Coast Air Quality Management District. The equipment shall be sufficient to perform the work required herein within the hours specified. In the event that a primary sweeper requires repair or replacement, a backup sweeper must be available so that the established sweeping schedule does not fall behind.

The Contractor shall place signs approved by the City of Pomona on any equipment utilized in the performance of the contract. These signs shall be visible from both sides and the rear of the equipment. The signs shall read “Under Contract to the City of Pomona. Please contact (firm’s name) at (firm’s phone number)”.

The successful firm shall be solely responsible for the repair, maintenance, and service of its street sweeper equipment.
10. **Track, Gather, and Provide Real-Time Data**

   The selected vendor must have the ability to track, gather, and provide real-time data with the use of a Global Positioning System (GPS) tracking system, or acceptable alternate system, for each sweeper while performing services for the City. The City will request a report, on an as-needed basis, that includes, but is not limited to, the following:
   
   a. Speed
   b. Direction
   c. Location on a map
   d. Address
   e. Distance traveled

11. **Communications**

   Contractor shall provide equipment for two-way voice or text message communication between the City of Pomona and the individual sweepers.

12. **Contractor Response**

   Contractor shall respond within 24 hours to requests or complaints from the City.

13. **Disposal of Sweeping**

   All debris and refuse material swept by the Contractor shall be the property of and the disposal responsibility of the Contractor from and after the time of street sweeping.

   Contractor shall dispose of all debris and refuse collected by hauling the same to a legally established disposal area. If it becomes necessary to temporarily store said refuse at a transfer site, these sites shall be cleared daily. Obtaining use of such sites shall be the responsibility of the Contractor. All such sites are subject to the approval of the Public Works Director or authorized designee.

14. **Water**

   Contractor shall provide, at its own cost, sufficient water for purposes of complying with the conditions of this contract for street sweeping services. City of Pomona Public Works will provide water meters to Contractor, subject to terms and conditions of Public Works.

15. **Speed Limit of Sweepers**

   Sweepers shall not operate above six (6) M.P.H.

16. **Street Sweeping Complaints**

   Contractor shall investigate any resident complaints that may concern or involve the performance of the drivers and their operation. Contractor shall report to the Public Works Director, or authorized designee, on the following working day as to the action or procedure taken with reference to any complaints.

17. **Storage of Equipment**

   Contractor shall be responsible for providing storage for any sweeping equipment, supplies, and personal vehicles.
18. Personnel

Contractor shall furnish a sufficient number of street sweepers and street sweeper operators to perform the services described in this bid. Drivers must be capable of communicating effectively in English, in order to communicate with city staff and residents, if needed. Contractor’s drivers shall maintain safety and driving records in accordance with Federal, State, County, and City regulations. The Drivers shall possess a valid, California class A or B driver’s license. The drivers shall clearly communicate with City staff and report any deviations from the scheduled route. The City shall retain the right to demand the replacement of any driver.

19. Courteous Operation

Contractor shall perform sweeping operations in a manner that causes a minimum inconvenience to the residents and businesses within the City. Contractor shall ensure that sweeper operators conduct their activities in a professional and courteous manner.

20. Accident Reports

Contractor shall provide a copy of a detailed written report of any and all accidents involving Contractor’s vehicles, personnel and/or equipment while operating within the City, to the designated City representative within seven (7) days from the date of the accident. Said report shall include the date and time of the accident, and a copy of any law enforcement reports resulting from the accident. Contractor shall provide the name and contact information of Contractor’s safety officer, including cell phone for emergency contact.

21. Record Keeping

Contractor shall maintain a daily log detailing curb miles swept each day, scheduled areas missed, scheduled areas swept, date and time missed areas were swept, reasons scheduled sweeping was not done or completed as scheduled and total tons of debris removed from the City of Pomona. The report shall also specify number and nature of complaints received, when they were responded to, and how the complaints were resolved. Contractor shall submit to the City a monthly and an annual report that summarizes curb mileage for residential, commercial, arterial, and industrial areas swept and weight of material disposed.

Contractor shall meet all Federal, State, or Local regulations pertaining to sweeper equipment operation.

Contractor shall provide all necessary operational information and data that may be required to complete the reporting requirements of any legally established regulatory agency.

22. Compensation

Compensation for street sweeping shall be based on the actual number of curb miles swept. Invoices submitted by Contractor shall be paid in accordance with the terms stated on the Bid and the signed Agreement. The approved pricing shall remain in effect unless modified by mutual written consent of both parties.
23. Liquidated Damages

Failure of the Contractor to complete the work in accordance with specifications will result in damages being sustained by the Contractor.

The following are cause for liquidated damages:

a. Operation of sweeper without using sufficient water to control dust.

b. Operation of sweeper exceeding the stated speed limits for operation.

c. Missing scheduled sweeping days without providing prior notice to, and acknowledgment by, the Public Works Director, or authorized designee (including inclement weather).

d. Poor results - dirt left behind.

e. Any failure or refusal by Contractor to perform in accordance with the terms of this contract.

Upon the first occurrence of any of the foregoing acts, Contractor will be notified in writing by the City. Contractor shall respond within five (5) days with a written plan stating how compliance with the requirements of the agreement must be met. If there is a second occurrence of the same act by Contractor within a thirty-day (30) period, the City shall have the right to withhold payment of $500.00. Each separate and subsequent occurrence of the same act shall result in a liquidated damages charge in the amount of $500.00.

24. Additional/Added Streets

As new streets or additional posted streets are added to the City of Pomona, the Public Works Director or his designee shall place them on the appropriate Sweep Schedule. The City will provide a three (3) month, written, advance notice of changes to the route or the frequency.

5. CONTRACT PERIOD

The agreement for services shall be for a period of three (3) years, commencing from the date of Council award. The contract will have two (2), one-year extension options for a maximum contract term of five (5) years.

6. CONTRACT EXTENSION

In the event that the City exercises its option to extend the Agreement, the City shall provide written notice to the Contractor no later than thirty (30 days) before the end of the initial term. The City’s decision to exercise its option will be based upon Contractor’s past performance being satisfactory to the City of Pomona. Contractor’s performance will be formally reviewed on an annual basis.

7. CONTRACT TERMINATION

Termination for Convenience: Either the CITY or the CONSULTANT/CONTRACTOR may terminate this AGREEMENT at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective date thereof. If this
AGREEMENT is terminated as provided herein, CONSULTANT/CONTRACTOR shall be paid only the total amount equal to the service CONSULTANT/CONTRACTOR has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT or the value of services provided as of date of termination.

Termination for Cause: If for any reason, CONSULTANT/CONTRACTOR shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT/CONTRACTOR shall violate any of the covenants or stipulations of this agreement, CITY shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to CONSULTANT/CONTRACTOR. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT/CONTRACTOR will be paid a total amount equal to the service CONSULTANT/CONTRACTOR has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

8. **REQUIRED FORMS AND BID FORMAT**

In order to maintain uniformity with all bids submitted, bid responses must be organized using the following format. Forms included in the Required Forms section of this RFB must be completed and signed by a company principal or officer. All completed forms must be returned with the Bid. Bids submitted without all Required Forms will be considered non-responsive and will not be considered for award.

- A. Summary Sheet – Utilize the provided Summary Sheet for company information.
- B. Bid Sheet(s) – Provide pricing for services as outlined on the provided Bid Sheet.
- C. References Sheet - Bidder must provide three (3) references using the provided Reference Sheet
- D. Signature of Authorization Form
- E. Minority Business Questionnaire Form
- F. Statement of Non-Collusion By Contractor Form
- G. Agreement for Indemnification and Acknowledgment of Procurement Practices Form

9. **SELECTION AND AWARD CRITERIA**

The following selection criteria will be used in evaluating the bids and in selecting the successful bidder.

- **General Provision** – The award of contracts shall be at the sole discretion of the City. It is the intent to make an award to one Bidder for all requirements although the City reserves the right to make multiple awards depending on the needs and best interests of the City. The City may accept or reject any or all bids in whole or in parts and may waive informalities in the process. The contents of the bid of the selected Bidder will become the basis for a contractual obligation when the award is made.

- **General Goods and Services** – Award will be made to the lowest responsible/responsive bidder. The City may make an award without further discussion of the bids submitted;
therefore, the bid should be submitted with the most favorable terms that the Bidder can offer.

- **Contractor Agreement** – Ability to comply with City standard professional services agreement and insurance requirements.

**10. RESERVATION OF RIGHTS**

The CITY reserves the right to:

- Reject any and all bids at its discretion
- Cancel the entire RFB
- Waive any minor errors or informalities in any bid, to the extent permitted by law

**11. TERMS AND CONDITIONS**

a) **Addendum to the RFB** – If it becomes necessary to revise any part the RFB, an addendum will be posted on the City’s website (see the “INQUIRIES” section for details). All addenda issued during the time of bidding will be incorporated into the resulting contract.

b) **Applicable Laws** – The laws of the State of California will govern the contract. The applicable law for any legal dispute arising out of the contract shall be the law of the State of California. The Bidder shall comply with all federal, state, county and local laws concerning this type of commodity/service. All system provided by the Bidder shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes and all relevant industry standards.

c) **Appropriation of Funds** – If the term of this agreement extends into fiscal years subsequent to that in which it was approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the City of Pomona City Council. If funds to effect such continued payment are not appropriated, the Bidder agrees to terminate any goods or service supplied to the City under this agreement.

d) **Assignment** – The Bidder shall, under no circumstances, assign any contract issued as a result of this bid by any means whatsoever, or any part thereof to another party without express written permission of the City of Pomona.

e) **Award of Contract** – A contract may be awarded as a result of this RFB and may require approval by the City of Pomona City Council as prescribed by City Ordinances and Codes. All awarded contracts must be issued a City of Pomona Purchase Order prior to delivering goods or performing services. If the awarded vendor imposes additional terms or conditions after the award of a contract, the award may be rescinded and the Contract will be canceled.

The award of contracts shall be at the sole discretion of the City. It is the intent to make an award to one bidder for all items; however, the City reserves the right to make multiple awards depending on the needs and best interests of the City. The City may
accept or reject any or all bids in whole or in parts and may waive informalities in the process. The contents of the selected bid response will become the basis for a contractual obligation when the award is made.

f) **Bidder's Cost to Develop a Response** – Costs for developing a response to this solicitation are entirely the obligation of the Bidder and shall not be chargeable in any manner to the City of Pomona.

g) **Conflict of Interest** – Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of Pomona may not accept gratuities, entertainment, meals of anything of value whatsoever from current or potential suppliers. The offer of such gratuity to an employee of the City shall be cause for declaring such supplier to be an irresponsible proposer and preventing him from bidding as provided in Sections 2-974 and 2-975 of the City Code of the City of Pomona.

h) **Default Of Vendor** - The City of Pomona shall hold the vendor responsible for any damage, which may be sustained because of the failure or neglect of the vendor to comply with any term or condition, listed herein.


j) **General Goods and Services** – Award will be made to the lowest responsible/responsive bidder. In addition to price, the lowest responsible/responsive bidder will be determined by consideration of factors as defined in the “Definitions” section of the bid document. The City may make an award without further discussion of the bids submitted; therefore, the bid should be submitted with the most favorable terms that the Bidder can offer.

k) **Independent Contractor Status** – It is expressly understood that the Bidder named in any contract entered into by the City is acting as an “independent contractor” and not as an agent or employee of the City of Pomona.

l) **Late Submission of Bid** – Any bids received after the due date and time specified in this RFB will not be accepted. The City will not return late submittals. Late submittals will be destroyed by the City 30 days after bid opening.

m) **News Releases** – The Bidder shall not make news releases pertaining to an award resulting from bids made in response to the RFB without the prior written approval of the City of Pomona Finance Director. In addition, the successful Bidder must agree not to release any advertising copy mentioning the City of Pomona or quoting the opinion of any City employee without written approval by the City of Pomona Finance Director.

n) **Permits and Licenses** – The Bidder shall secure or maintain in force during the period covered by any contract resulting from this specification all licenses and permits
required by law for the operation of their business including a Pomona Business License when required.

o) **Public Information** – After the date specified for the opening of the RFB, all materials received relative to general service bids become public information and are available for inspection. Professional service Bids become public upon award of contract. The City reserves the right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.

p) **Rejection of Bids** – This RFB does not commit the City of Pomona to award any contract. The City reserves the right, at its sole discretion, to reject any or all bids without penalty, to waive irregularities in any bid response or in the bid procedures, and to be the final judge is determining a responsive and responsible bid. The City reserves the right, at its sole discretion, to reject any or all bids that contain items not specified, items that are incorrect, that does not complete all the items scheduled, or does not respond to items published specifications or scope of services. Bids received by telephone or facsimile will be considered non-responsive and will be rejected. Bids offering less than 90 days for acceptance from the published closing date may be considered non-responsive and may be rejected.

q) **Signatures** – Bid responses must be signed in longhand by the Bidder with his/her usual signature in the designated areas within the bid documents. Submission of bids must be signed by any and all representatives legally authorized to contractually bind the Corporation.

r) **Unauthorized Use of City Seal or Logo** – Section 2-5(3)a of the Pomona City Code prohibits the use of the City’s Seal or Logo, or any reproduction thereof, for any purpose other than for official business of the city, its council, officers or departments.

s) **Withdrawal of Bids** – Bid responses received by the Purchasing Division may be withdrawn. An authorized representative of the Bidder must submit a signed, written request to the Purchasing Manager, formally requesting their bid to be withdrawn from the bid process.

12. **DEFINITIONS**

In accordance with Section 2-961 of the Pomona City Code, the following words, terms and phrases have the meanings ascribed to as follows:

**Lowest responsible bidder.** In addition to price, the "lowest responsible bidder" will be determined by consideration of the following factors:

(1) The quality, availability and suitability of the supplies, equipment or services to the particular use required.

(2) The ability, capacity and skill of the bidder to perform the service required.

(3) Whether the bidder has the financial resources and facilities to perform or provide the service promptly, or within the time specified, without delay or interference.

(4) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
(5) The bidder's record of performance or previous contracts or services, including compliance by the bidder with laws and ordinances relating to such contracts or services.

(6) The ability of the bidder to provide future maintenance and service for the use of the equipment or materials to be purchased.

(7) The scope of conditions attached to the bid by the bidder.

*Nonresponsive bidder* means an offer, submitted by a bidder, to furnish supplies, equipment or services that are not in conformity with the specifications, delivery terms or conditions or other requirements specified in the invitation for bids.

*Nonresponsive bidder* is a bidder that provides a bid but fails to demonstrate their capacity (financial or otherwise) to provide the supplies, equipment or service as specified in the bid.

*Responsive bid* means a bid, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specifications, delivery terms and conditions and other requirements specified in the invitation for bids.

*Services* means any and all services, including but not limited to the repair or maintenance of equipment, machinery and other property. This term does not include services rendered by city officers or employees or architectural or other professional services, which by their nature do not lend themselves to normal competitive procedures.
13. EXHIBIT A – SAMPLE AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

THIS AGREEMENT (hereinafter referred to as AGREEMENT) is entered into by and between the CITY OF POMONA, hereinafter referred to as the “CITY,” and ___________, a ___________Corporation, hereinafter referred to as “CONSULTANT” or “CONTRACTOR”.

RECITALS

WHEREAS, the CITY desires to engage CONSULTANT/CONTRACTOR to perform xxxxxxxxxxx consulting / contracting services for CITY.

WHEREAS, CONSULTANT/CONTRACTOR represents that the principal representative is authorized to enter into this agreement on behalf of CONSULTANT/CONTRACTOR and CONSULTANT/CONTRACTOR is willing to perform such services hereinafter defined.

NOW, THEREFORE, the parties agree as follows:

1. TERM. This Agreement shall be for a term of one year commencing on xxxx xx, 20xx, through xxxx xx, 20xx, with xx one-year extension options, subject to written agreement of the Parties.

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE. The representative of the parties who are primarily responsible for the administration of the AGREEMENT, and to whom formal notice, demands and communications shall be given, are as follows:

A. The principal representative of the CITY shall be:

________________________
City of Pomona
505 South Garey Avenue
Pomona, CA 91766
(909) 620-_______

B. The principal representative of the CONSULTANT/CONTRACTOR shall be:

________________________

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

3. RETENTION. The CITY retains and employs CONSULTANT/CONTRACTOR to act as such for CITY to perform such consulting services as may be requested of it by the CITY. CONSULTANT/CONTRACTOR accepts the employment and agrees to render such services as CONSULTANT/CONTRACTOR on the terms and conditions herein stated.

4. SCOPE OF SERVICES. The scope of such services is set forth in the attached Scope of Work, which is made Exhibit “A” to this Agreement.

5. COMPENSATION. The CITY agrees to pay CONSULTANT/CONTRACTOR for the above-stated services, as set forth in the aforementioned attached Scope of Work. CONSULTANT/CONTRACTOR agrees that fees for services shall not exceed the authorized amount of $XXXXX as set forth in the fee schedule, Exhibit “B” attached hereto, unless the CITY has given specific advance approval in writing.

6. INDEPENDENT CONTRACTOR. CONSULTANT/CONTRACTOR is an independent contractor. As such, CONSULTANT/CONTRACTOR shall have no power or authority to incur any debt, obligation or liability on behalf of CITY. Further, CONSULTANT is not entitled to any benefit typically associated with an employee such as medical, sick leave or vacation benefit.
7. **PERS ELIGIBILITY INDEMNITY.** In the event that CONSULTANT/CONTRACTOR or any employee, agent, or subcontractor of CONSULTANT/CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, CONSULTANT/CONTRACTOR shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT/CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

8. **ECONOMIC INTEREST STATEMENT.** CONSULTANT/CONTRACTOR hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by CITY hereunder, CONSULTANT/CONTRACTOR is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work. The extent of CONSULTANT/CONTRACTORS disclosure requirements is set forth in the written determination of the City Manager of CITY, attached hereto as Exhibit “C.”

9. **INDEMNITY AND INSURANCE**

A. **INDEMNITY.** CONSULTANT/CONTRACTOR hereby agrees to protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the CITY to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the CITY. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT/CONTRACTOR or the CITY or to enlarge in any way the CONSULTANT/CONTRACTOR’S liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT/CONTRACTOR’S negligent performance hereunder.

B. **INSURANCE.** CONSULTANT/CONTRACTOR shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit “D” attached hereto.

10. **OWNERSHIP OF WORK PRODUCT.** All reports, documents or other written material developed by CONSULTANT/CONTRACTOR in the performance of this AGREEMENT shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such Material shall not be the subject of a copyright application by CONSULTANT/CONTRACTOR. Any re-use by CITY of any such materials on any project other than the project for which they were prepared shall be at the sole risk of CITY unless CITY compensates CONSULTANT/CONTRACTOR for such use.

11. **CONFIDENTIALITY.** Employees of CONSULTANT/CONTRACTOR in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of CITY. CONSULTANT/CONTRACTOR covenants that all data, documents, discussion, or other information developed or received by CONSULTANT/CONTRACTOR or provided for performance of this AGREEMENT are deemed confidential and shall not be disclosed by CONSULTANT/CONTRACTOR without written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination of this AGREEMENT. CONSULTANT/CONTRACTOR’s covenant under this Section shall survive the termination of this AGREEMENT.
12. **TERMINATION FOR CONVENIENCE.** Either the CITY or the CONSULTANT/CONTRACTOR may terminate this AGREEMENT at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT/CONTRACTOR shall be paid only the total amount equal to the service CONSULTANT/CONTRACTOR has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT or the value of services provided as of date of termination.

13. **TERMINATION FOR CAUSE.** If for any reason, CONSULTANT/CONTRACTOR shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT/CONTRACTOR shall violate any of the covenants or stipulations of this agreement, CITY shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to CONSULTANT/CONTRACTOR. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT/CONTRACTOR will be paid a total amount equal to the service CONSULTANT/CONTRACTOR has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

14. **ASSIGNMENT AND SUBCONTRACTING.** Neither party shall assign or subcontract the rights or responsibilities under this agreement without the express, written consent of the other party, which may be withheld for any reason or for no reason.

15. **STANDARD.** CONSULTANT/CONTRACTOR agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. CONSULTANT/CONTRACTOR shall re-perform any of said services, which are not in conformity with standards as determined by the CITY. The CONSULTANT/CONTRACTOR will be relieved of its obligation to re-perform said services if the CITY does not notify CONSULTANT/CONTRACTOR within 180 days after the completion of the non-conforming service. Compensation for CONSULTANT/CONTRACTOR to re-perform said services shall be subject to the approval of the CITY, but in no event shall such compensation exceed the actual cost of said services. Except as hereinafter provided in respect of personal injury or property damage, the foregoing are the CONSULTANT/CONTRACTOR’S entire responsibilities and the CITY’S exclusive remedies for service rendered or to be rendered hereunder, and no other warranties, guarantees, liabilities, or obligations are to be implied.

16. **RESOLUTION OF DISPUTES.**
   A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
   B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney’s fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

17. **FORCE MAJEURE.** The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

18. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this AGREEMENT, CONSULTANT/CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. CONSULTANT/CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

19. **SEVERABILITY.** If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.
20. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

21. **ENTIRE AGREEMENT.** This AGREEMENT, together with Exhibits “A,” “B,” “C” and “D” supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this AGREEMENT acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this AGREEMENT shall be valid and binding. Any modification of the AGREEMENT shall be effective only if it is in writing and signed by all parties.

**IN WITNESS WHEREOF** this Agreement is entered into by the parties hereto on the dates set forth below.

ATTEST: THE CITY OF POMONA

___________________________
City Clerk

By: _________________________
City Manager

Date: _______________________

APPROVED AS TO FORM: CONSULTANT/CONTRACTOR/CONTRACTOR

___________________________
City Attorney

By: _________________________
Title: _______________________

Date: _______________________

Approved by City Council on _____________
EXHIBIT B
WRITTEN DETERMINATION
(Page 1 of 2)

I, Linda Lowry, City Manager of the City of Pomona (“CITY”) have made the following determination with regard to economic interest disclosure requirements for ________________________________ (name of CONSULTANT/ CONTRACTOR/ VENDOR), pursuant to the Conflict of Interest Code adopted by CITY:

[ ] CONSULTANT/ CONTRACTOR/ VENDOR shall disclose its economic interest pursuant to the broadest disclosure category in the Code. (CATEGORY I*)

[ ] CONSULTANT/ CONTRACTOR/ VENDOR has been hired to perform a range of duties that are limited in scope and thus CONSULTANT/ CONTRACTOR/ VENDOR is not required to comply with the broadest disclosure category requirements. Based on the Scope of Services set forth in Exhibit “A,” of the Agreement, CONSULTANT/ CONTRACTOR/ VENDOR need only provide economic interest disclosure under the following categories*:

[ ] CATEGORY I: Business interests and Investments

[ ] CATEGORY II: Supply Sources

[ ] CATEGORY III: Contractors

[ ] CATEGORY IV: Geographic location

* A full explanation of each of these disclosure categories is found on page 2 of this Exhibit.

[ ] CONSULTANT/ CONTRACTOR/ VENDOR is not required to comply with Disclosure requirements based on the following:

[ ] Duties of CONSULTANT/ CONTRACTOR/ VENDOR under this AGREEMENT are not applicable to Conflict of Interest Code

[ ] Other: _______________________________________________________________

Date: ____________________________ ____________________________

Linda Lowry, City Manager
I. This category applies to individuals that make, or participate in making, decisions that may have a material effect on their financial interest(s) in:
   a. businesses in which the individual holds an investment or business position;¹
   b. sources of income; or
   c. real property.

*Individuals subject to this category need not disclose under Category II or III.* Individuals subject to this category must disclose any of the following financial interests within the City and within two miles of City boundaries:
   a. investments in business entities;²
   b. business positions held;
   c. sources of income; and
   d. interests in real property.

II. This category applies to individuals that make, or participate in making, decisions that involve the purchase of services, supplies, materials, machinery or equipment.

Individuals subject to this category must disclose any of the following financial interests in business entities which provide services, supplies, materials, machinery, equipment, or technology of the type utilized by the City:
   a. investments in business entities;
   b. business positions held; and
   c. sources of income.

III. This category applies to individuals that make, or participate in making, decisions that involve contracting for services including, but not limited to:
   a. professional services;
   b. vendor services;
   c. consulting services; and
   d. contractor services.

Individuals subject to this category must disclose any of the following financial interests in business entities which provide contract services, of the type utilized by the City:
   a. investments in business entities;
   b. business positions held; and
   c. sources of income.

IV. This category applies, as applicable, to commissioners. Individuals subject to this category must disclose:
   a. all investments in, interest in, or income from, real property located within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto; and
   b. all investments in, interest in, or income from, any business entity:
      i. in which the person holds a business position; and
      ii. that is either: A) within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto; or B) conducted business within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto, at any time during the two years prior to the date of filing the Statements of Economic Interest.

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¹ “Business positions” shall include, but not be limited to, a role as a director, officers, partner, trustee, employee, or any management position.

² “Business entities” shall include, but not be limited to, sole proprietorships, partnerships, and corporations.
EXHIBIT C—Insurance Requirements

The Contracted Consultant/Contractor shall furnish the City certificates of insurance prior to the execution of the contract demonstrating that the following coverage is in effect and in accordance with the specifications.

The CONTRACTOR/CONSULTANT shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONTRACTOR/CONSULTANT and designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONTRACTORS/CONSULTANTS, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the CONTRACTOR's/CONSULTANT's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the CONTRACTOR's/CONSULTANT's insurance policies shall be primary as respects any claims related to or as the result of the CONTRACTOR's/CONSULTANT'S work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONTRACTORS/CONSULTANTS shall be non-contributory.

**General Liability:**
- General Aggregate: $2,000,000
- Products Comp/Op Aggregate: $2,000,000
- Personal & Advertising Injury: $1,000,000
- Each Occurrence: $1,000,000
- Fire Damage (any one fire): $50,000
- Medical Expense (any one person): $5,000

**Workers' Compensation:**
- Workers' Compensation: Statutory Limits
- EL Each Accident: $1,000,000
- EL Disease - Policy Limit: $1,000,000
- EL Disease - Each Employee: $1,000,000

**Automobile Liability:**
- Any vehicle, combined single limit: $1,000,000

The CONTRACTOR/CONSULTANT shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONTRACTOR/CONSULTANT for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONTRACTOR/CONSULTANT.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. CONTRACTOR/CONSULTANT shall immediately advise CITY of any litigation that may affect these insurance policies.
THE FOLLOWING FORMS ARE REQUIRED TO BE SUBMITTED WITH BID
14. SUMMARY SHEET

Failure to complete and submit this Worksheet with the Bid response will render the Bid non-responsive and will not be considered for award.

Firm Name:________________________________________________________

Firm Parent or Ownership:__________________________________________

Firm Address:_______________________________________________________

Firm Telephone Number:__________

Firm Fax Number:____________________

Number of years in business: ____________

Management Contact (person responsible for direct contact with the City of Pomona and services required for this Request for Bid):

Name:_________________________ Title:_____________________________

Telephone Number:________________ Fax:___________________________

Email: ____________________________

Account Manager (Person responsible for day-to-day servicing of the account):

Name:_________________________ Title:_____________________________

Telephone Number:________________ Fax:___________________________

Email: ____________________________
15. **BID SHEET**

**CITY-WIDE STREET AND PARKING LOT SWEEPING SERVICES**

**RFB No: 1029.15.14-15**

Contract pricing for years one (1) through three (3) must be firm, fixed pricing. Pricing for optional, subsequent contract renewals will be limited to the Consumer Price Index (CPI) for the Los Angeles/Long Beach (all urban consumers) Metropolitan Statistical Area issued by the U.S. Department of Labor. A request for an annual CPI adjustment to the Street Sweeping contract must be submitted to the Streets and Solid Waste Manager no later than sixty (60) days prior to the end of a contract period for review and approval.

**BID SHEET “A” - ONCE PER MONTH**

<table>
<thead>
<tr>
<th>Description – Once per Month</th>
<th>Per Curb Mile Price</th>
<th>Estimated Annual Miles</th>
<th>Annual Cost – Years 1 – 3</th>
<th>Annual Cost – Optional Year 4</th>
<th>Annual Cost – Optional Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. All City Streets (except Downtown Area), based on 728 curb miles</td>
<td>X 8,736</td>
<td>=</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Downtown Area – Every Monday, based on 9 curb miles</td>
<td>X 108</td>
<td>=</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. North Garey Metrolink Station Parking Lot – Every Monday</td>
<td>Lump Sum Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Downtown Regional Transit Center Parking Lot – Every Monday</td>
<td>Lump Sum Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Short St. Parking Lot – Every Monday</td>
<td>Lump Sum Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Annual Man &amp; Equipment Hours for Special Events</td>
<td>25 hours X $_______ per hour</td>
<td></td>
<td>=</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Annual Cost**

As new streets or additional posted streets are added to the City of Pomona, the Public Works Director or designee shall add them on the appropriate Sweep Schedule. Provide pricing for additional curb miles when needed (estimated curb miles are not guaranteed):

- All City Streets (except Downtown Area) additional curb miles: $___________ per curb mile
- Downtown Area - Every Monday, estimated, additional curb miles: $___________ per curb mile
<table>
<thead>
<tr>
<th>Description – Once per Month</th>
<th>Per Curb Mile Price</th>
<th>Estimated Annual Miles</th>
<th>Annual Cost – Years 1 – 3</th>
<th>Annual Cost – Optional Year 4</th>
<th>Annual Cost – Optional Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. All City Streets (except Downtown Area), based on 728 curb miles, 4 weeks/mo.</td>
<td>X 17,472 =</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Downtown Area – Every Monday, based on 9 curb miles</td>
<td>X 234 =</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. North Garey Metrolink Station Parking Lot – Every Monday</td>
<td>Lump Sum Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Downtown Regional Transit Center Parking Lot – Every Monday</td>
<td>Lump Sum Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Short St. Parking Lot – Every Monday</td>
<td>Lump Sum Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Annual Man &amp; Equipment Hours for Special Events</td>
<td>25 hours X $_______ Per hour =</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Annual Cost**

As new streets or additional posted streets are added to the City of Pomona, the Public Works Director or designee shall add them on the appropriate Sweep Schedule. Provide pricing for additional curb miles when needed (estimated curb miles are not guaranteed):

- All City Streets (except Downtown Area), estimated, additional curb miles: $____________ per curb mile
- Downtown Area - Every Monday, estimated, additional curb miles: $____________ per curb mile
**BID SHEET “C” - OPTION: ONCE PER WEEK**

The City of Pomona may determine an increase in street sweeping frequency to once per week may be needed. Provide pricing based on a “once a week” basis:

<table>
<thead>
<tr>
<th>Description – Once per Month</th>
<th>Per Curb Mile Price</th>
<th>Estimated Annual Miles</th>
<th>Annual Cost – Years 1 – 3</th>
<th>Annual Cost – Optional Year 4</th>
<th>Annual Cost – Optional Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. All City Streets (except Downtown Area), based on 728 curb miles</td>
<td>X 37,856</td>
<td>=</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Downtown Area – Every Monday, based on 9 curb miles</td>
<td>X 468</td>
<td>=</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. North Garey Metrolink Station Parking Lot – Every Monday</td>
<td>Lump Sum Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Downtown Regional Transit Center Parking Lot – Every Monday</td>
<td>Lump Sum Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Short St. Parking Lot – Every Monday</td>
<td>Lump Sum Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Annual Man &amp; Equipment Hours for Special Events</td>
<td>25 hours</td>
<td>X $_______ Per hour</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Annual Cost**

As new streets or additional posted streets are added to the City of Pomona, the Public Works Director or designee shall add them on the appropriate Sweep Schedule. Provide pricing for additional curb miles when needed (estimated curb miles are not guaranteed):

- All City Streets (except Downtown Area), based on 52, estimated, additional curb miles: $___________ per curb mile
- Downtown Area - Every Monday, estimated, additional curb miles: $___________ per curb mile
In accordance with Section 2-961 of the Pomona City Code, in addition to price, the City reserves the right to consider factors other than price when determining the “lowest responsible and responsive bidder”. Therefore, bid response must include the following information:

1. **Years in Business**
   State the number of years your company has been in the business of providing street sweeping services.
   
   Our company has been providing street sweeping services for _________________ years.

2. **Street Sweeper Fleet**
   a. How many street sweeping vehicles are currently in your fleet?
      
      We have ________________ street sweeper(s) in our current fleet.

   b. State the year, makes, and models of sweeper(s) in your fleet?
      
      1. Year: ______ Make: ___________________ Model: __________________
      2. Year: ______ Make: ___________________ Model: __________________
      3. Year: ______ Make: ___________________ Model: __________________
      4. Year: ______ Make: ___________________ Model: __________________
      5. Year: ______ Make: ___________________ Model: __________________
      6. Year: ______ Make: ___________________ Model: __________________
      7. Year: ______ Make: ___________________ Model: __________________
      8. Year: ______ Make: ___________________ Model: __________________
16. REFERENCES

Failure to complete and submit this Worksheet with the Bid response will render the Bid non-responsive and will not be considered for award.

IMPORTANT NOTE: Provide three (3) references for government agencies for which you have provided services similar to those outlined in the Scope of Services section of the Bid. Include the agency’s name, address, the name of the contact person responsible for oversight of your services, contact person’s title, telephone number, and email address, and the number of years you have provided services.

Reference One
Agency/Company Name: _________________________________________________________

Address: ______________________________________________________________________

Contact’s Name and Title: ________________________________________________________

Contact’s Phone Number: ________________________________________________________

Contact’s Email Address: _________________________________________________________

Number of years provided: _______________

Reference Two
Agency/Company Name: _________________________________________________________

Address: ______________________________________________________________________

Contact’s Name and Title: ________________________________________________________

Contact’s Phone Number: ________________________________________________________

Contact’s Email Address: _________________________________________________________

Number of years provided: _______________

Reference Three
Agency/Company Name: _________________________________________________________

Address: ______________________________________________________________________

Contact’s Name and Title: ________________________________________________________

Contact’s Phone Number: ________________________________________________________

Contact’s Email Address: _________________________________________________________

Number of years provided: _______________
17. SIGNATURE OF AUTHORIZATION

Failure to complete and submit this Worksheet with the Bid response will render the Bid non-responsive and will not be considered for award.

I, _______________________________________________ (Print Full Name of Authorized Representative), ________________________________ (Title), am duly authorized to commit my company to sell/perform the products and/or services described herein. I understand by signing this Bid I am not obligating the City to make this purchase, nor am I signing a contract to sell or perform this purchase. By signing this document I agree to comply with all specifications described herein, unless specifically noted.

Authorized Representative:

__________________________________________  ____________________
Signature  Date
18. CITY OF POMONA MINORITY BUSINESS QUESTIONNAIRE

Failure to complete and submit this Worksheet with the Bid response will render the Bid non-responsive and will not be considered for award.

Name of Business:__________________________________________________________

Division or Subsidiary, if applicable:__________________________________________

Business Address:__________________________________________________________

________________________________________________________________________

________________________________________________________________________

Business Telephone No.: __________________________________________________

Contact Person:____________________________________________________________

Title:____________________________________________________________________

Type of Business:

Non Profit [ ]
Sole Proprietorship [ ]
Partnership – General [ ]
  – Limited [ ]
  – Corporation [ ]

Is the business 51% or more owned by:

American Indian [ ]
Asian [ ]
Black [ ]
Hispanic [ ]
Female [ ]
Other[ ] (please specify)

Prepared By:________________________________________________________________

Title:____________________________________________________________________

Date:_____________________________________________________________________

For more information, please contact the City of Pomona Purchasing Division (909) 620-2381.
19. CITY OF POMONA STATEMENT OF NON-COLLUSION BY CONTRACTOR

Failure to complete and submit this Worksheet with the Bid response will render the Bid non-responsive and will not be considered for award.

The undersigned who submits herewith to the City of Pomona a Bid or proposal does hereby certify that:

a. All statements of fact in such bid or proposal are true;

b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

c. Such bid or proposal is genuine and not collusive or sham;

d. Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Pomona or of any other bidder or anyone else interested in the proposed procurement;

e. Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

f. Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

g. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Pomona, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

h. Bidder did not provide, directly or indirectly to any officer or employee of the City of Pomona any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.

i. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the City of Pomona, either currently or within the last two (2) years, or is related to any officer or employee of the City by blood or marriage within the third degree. An exception to this section may be granted by approval of the City Council prior to contract award.

j. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed on _______ at __________________________, California.

(Date)       (Location)

Business: By: ________________________________  ________________________________

(Signature)                                           (Print Name & Title)

Address: ________________________________  ________________________________
20. CITY OF POMONA AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR/VENDOR AND
ACCEPTANCE AND ACKNOWLEDGMENT OF PROCUREMENT PRACTICES OF THE CITY OF
POMONA

Failure to complete and submit this Worksheet with the Bid response will render the Bid non-responsive and will not be considered for award.

The City of Pomona requires contractors and suppliers of services to the City to agree to indemnify and hold the City of Pomona harmless for claims or losses arising from, or in connection with, the contracting party’s work for the City of Pomona before a Purchase Order is issued.

To reduce the possibility of misunderstanding between contracting parties and the City in case of a claim or lawsuit, the City of Pomona is requiring that contacting parties who perform services for the City sign this letter. This letter will act as and become a part of each Contract/Purchase Order between the City of Pomona and the contracting parties signing the letter for the duration of the contract term and any extensions thereto.

In consideration of the opportunity of doing work for the City of Pomona and benefits to be received thereby, the contracting party to this agreement agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of Pomona awarding a contract, this Letter Agreement is to be considered part of that contract.

2. Contractor agrees to indemnify the City of Pomona, and any officer, employee or agent, and hold the City of Pomona, and any officer, employee or agent, thereof harmless from any and all claims, liabilities, obligations and causes of action, of whatsoever kind or nature, for injury to, or death of, any person (including officers, employees and agents of the City of Pomona), and for injury or damage to or destruction of property (including property of the City of Pomona), resulting from any and all actions or omissions of contractor or contractor’s employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor’s employees, agents or invitees.

3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides: “If an action, as provided in this chapter, is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury.” This waiver will apply to the contracting party to this letter to any contracts awarded by the City of Pomona during the term of this Agreement and any extensions thereto.

4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.

5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of Pomona. As a condition precedent to acceptance, any contacts from the City of Pomona and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to it in writing before the work of the representative successor or assignees begins. Such assignment shall not be effective without the prior written consent of the City of Pomona.

6. To promptly notify the City of Pomona of any change in ownership of the contracting party while this Agreement is in force.

This letter Agreement cannot be modified or changed without the express written consent of the City of Attorney of the City of Pomona.

I agree to the terms of this Letter Agreement on behalf of:

Business: ____________________________ By: ____________________________ (Signature)
Address: ____________________________ (Print Name & Title)
Date: ______________________________