MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT, effective this 1st day of July 2023 ("Effective Date"), is by and the CITY OF SAN PABLO, a municipal corporation organized and existing under the laws of the State of California, ("City"), and Sweeping Corporation of America, a Delaware Limited Liability Company, ("Service Provider").

RECITALS

- A. Service Provider is qualified and experienced in providing services for the purposes specified in this Agreement.
- B. City finds it necessary and advisable to obtain these services from Service Provider for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Service Provider agree as follows:

- 1. <u>Services to be Performed</u>. The work will consist of providing services for the City of San Pablo to clean the streets of the City, as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.
- 2. <u>Compensation</u>. The total compensation under this Agreement shall not exceed Nine Hundred Ninety Four Thousand Six Hundred Fourteen Dollars (\$994,614), with the details set forth in Exhibit B, which is attached and incorporated to the extent consistent with this Agreement.
- 3. <u>Term</u>. The term of this Agreement ("Term") begins on the Effective Date set forth above, and expires on **June 30, 2028**. If the Term expires later than the end of the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement.
- 4. <u>Method of Payment</u>. Payment shall be made within thirty (30) days of receipt of Service Provider invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.
- 5. <u>Indemnification</u>. Service Provider shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Service Provider, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or

equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

- 6. <u>Insurance</u>. During the term of this Agreement, Service Provider shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Service Provider, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:
- a. <u>Commercial General Liability</u> (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. <u>Railroad Protective Liability</u>. If Service Provider services include work within 50 feet of a railroad right of way, the Service Provider shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.
- c. <u>Automobile Liability Insurance</u>. ISO Form Number CA 00 01 covering any auto (Code 1), or if Service Provider has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- d. Workers' Compensation Insurance. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Service Provider is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- e. <u>Other Insurance Provisions.</u> The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement

to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- ii. *Primary Coverage*. For any claims related to this contract, the Service Provider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- iii. *Notice of Cancellation*. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- iv. Waiver of Subrogation. Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the City by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- v. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- e. <u>Certificate of Insurance and Endorsements</u>. Service Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- f. <u>Subcontractors</u>. Service Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.
- g. <u>Higher limits</u>. If the Service Provider maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 7. <u>Independent Contractor</u>. At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City. City

shall have the right to control Service Provider only insofar as the results of Service Provider's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by which Service Provider accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Service Provider and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 8. Warranty Against Defects. Service Provider warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Service Provider's or manufacturers standard warranty, Service Provider shall be solely responsible for the correction of those defects.
- 9. <u>Labor Code Prevailing Wage</u>. To the extent applicable, Service Provider shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages including:
- a. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Service Provider or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Service Provider shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Service Provider.
- b. City will not accept a bid proposal or enter into Agreement, without proof that the Service Provider and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.
- 10. <u>Notices</u>. This Agreement shall be administered by Daniel Gomez ("Contract Administrator"). Any formal written notice to Service Provider shall be sent to:

Manvendra Saxena, Senior General Manager Sweeping Corporation of America 390 E.Gish Road San Jose, CA 95112

Any formal written notice to City shall be sent to: City Manager City of San Pablo San Pablo City Hall 1000 Gateway Avenue San Pablo, CA 94806

11. Federal Funding Requirements (if applicable). If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.326, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which are attached to this Agreement as Exhibit B.

This Agreement is subject to federal funding. See Exhibit B.	
This Agreement is not subject to federal funding.	\checkmark

12. Employment Practices.

- a. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Contractor and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC" at info@sanpabloedc.org or 510-215-3200) at least ten business days prior to hiring or staffing for fulfillment of the Contract, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.
- b. <u>Compliance With Law</u>. Contractor represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Contractor shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate

termination of, this Agreement. In performing work and providing services under this Agreement, Contractor shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

13. <u>Local Subcontracting – Outreach</u>. Contractor shall contact the San Pablo Economic Development Corporation (the "EDC" at <u>info@sanpabloedc.org</u> or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

14. Miscellaneous Provisions.

- a. City may terminate this Agreement at any time for cause or for convenience by mailing a notice to Service Provider. Service Provider shall be paid for that portion of goods accepted and/or services satisfactorily completed when notice is received. Service Provider may not terminate this Agreement.
 - b. Service Provider shall not assign or transfer this Agreement.
- c. City reserves all rights and remedies available under the law and pursuant to the terms of this Agreement. If either City or Service Provider waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
 - d. This Agreement constitutes the entire understanding of the parties.
- e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.
- f. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.
 - g. This Agreement may be executed in duplicate counterparts.
- h. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist amount counterparts of the document.
- i. Service Provider covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

- j. Service Provider shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Service Provider shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.
- k. Service Provider shall comply with current COVID-19 health orders issued by Contra Costa County Health Services at: https://www.coronavirus.cchealth.org/health-orders. Service Provider shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to comply with all City's current COVID policies on-site as they may be amended from time to time.
- 1. The Service Provider will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.
- m. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF SAN PABLO: a municipal corporation	SWEEPING CORP. OF AMERICA: a Delaware Limited Liability Company
By: Matt Rodriguez, City Manager	By:Manvendra S. Saxena Title:Senior General Manager
Dated:	Dated:
	(Second signature required if a corporation)
	By: Tony Cincotta
	Title: Regional Vice President
ATTEST:	Dated:
Dorothy Gantt, City Clerk of City of San Pal	bl o
APPROVED AS TO FORM:	
Teresa L. Stricker, City Attorney	

EXHIBIT A – SCOPE OF WORK

Due: February 23rd, 2022, 1:30PM PST

San Pablo City Hall 1000 Gateway Avenue San Pablo, CA 94806 **Company Headquarters:**

Sweeping Corporation of America 390 E. Gish Rd San Jose, CA 95112

Street Sweeping Services Bid: City of San Pablo





Formerly: Contract Sweeping Services



Manvendra S Saxena Sweeping Corporation of America



February 23rd, 2022

San Pablo City Hall San Pablo, CA 94806 Daniel Gomez
Maintenance and Operations
Superintendent
danielg@sanpabloca.gov

COVER LETTER: STREET SWEEPING SERVICES

Dear Daniel,

On behalf of the team at Sweeping Corporation of America ('SCA'), formerly Contract Sweeping Services, we are eager to propose our bid for Street Sweeping Services for City of San Pablo. Within this document, you will find supportive reasoning to assist you in making the most educated decision in selecting a qualified sweeping organization.

As the largest municipality sweeping company in country, SCA is proud to sweep over hundreds of municipalities and private customers, some of the notable ones in Northern California being City of Stockton, City of Palo Alto, City of Menlo Park, City of Napa, and City of San Ramon. Additionally, as you may know, SCA (previously Contract Sweeping Services) has been sweeping City of San Pablo since 2017, and fully intends to continue to remain a reliable and dedicated partner to you.

For the past 20 years, the core values of Contract Sweeping Services (now SCA), have remained the same:

- Quality of Service Great customer service, Same day complaint investigation & resolution
- Culture of Safety Regular maintenance, DOT compliant hiring practices, Drug testing
- Reliable & Regulation Compliant Equipment California Air Resources Board (CARB) compliant equipment; Adherance to EPA and OSHA standards
- Local & Experienced Team We hire locally to give back to our communities and have a local presence close to all our customers

It is our commitment to these values that continues to drive our success with other customers and, we hope, our future one with yours. Please find enclosed our bid, alongside other relevant details, for consideration of the opportunity to serve City of San Pablo by providing street sweeping services.

Sincerely,

Manyendra S'Saxena

Senior General Manager | Sweeping Corporation of America



Table of Contents

1.	Proposal Acceptance	3
2.	Statement of Proposers Qualifications	Λ
3.	References	5-9
4.	Pricing Sheet	10
5.	Additional Rates	11-13
6.	Non-Collusion	14
7.	Addenda	15
	Equipment	
	Background & Approach	
	. Contract Organization and Staffing	
11.	Letters of Recommendation	25
12.	Other Information	26
13.	GPS Software	27-29



CITY OF SAN PABLO STREET SWEEPING SERVICES FOR ALL CITY FACILITIES PROPOSAL FORM

Contract Period July, 1,2023 - June 30, 2024 (Renewable) This is a 5-year Contract with up to 4 annual renewals

Proposal Acceptance

We have read the City of San Pablo Request for Proposal for the delivery of Street Sweeping services and fully understand its intent. We certify that we have adequate personnel, equipment and facility(ies) to perform that work for which we are submitting a proposal.

Payment schedule will be submitted the first week of the month for the previous month's work.

It is understood that all information provided or required by the Request for Proposal shall become public record upon delivery to the City of San Pablo.

Pricing entries will be for the first year of the contract.

ght to a percentage adjustment to

We agree to provide the City such services in the manner described in the Request for Proposal for the prices provided in the attached price proposal

This document and following documents through page 29 to Be Submitted with Proposal;

Company Name:	SCA of CA, LLC	
Address:	390 E G/sh Rd	
City and Zip	San Jose, CA 95115	
Phone	4034984653	
Authorized Signature	- Marris	Date 2/22/2023
Print/Type Name and T	itle Manvendra S Saxena	



STATEMENT OF PROPOSER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Proposer may submit any additional information it desires.

1. The names and addresses of all persons and parties interested in this proposal as principals as follows:

Note: Give the first and last names in full. In the case of corporation, give names of officers and directors; in the case of partnership, give names of all partners.

Name	Title	
Manvendra S Saxena	Senior General Manager	
Tony Cincotta	Regional Vice President	
	2002 (pro goguiniton) 2024 (august 2024)	
When organized:	2003 (pre-acquisiiton) 2021 (current name)	
3. If a corporation, w	here incorporated:	
4. Years in the Stree	Years in the Street Sweeping Services business in your present firm or trade name? 20	



5. For what facilities similar to this one is your organization currently providing Street Sweeping Services?

Name & email address of owner for whom the work is being done	Whether work being done as contractor of Sub-Contractor	Description of Work	Approximate amount of contract	Length of Contract
City of Stockton Ajay Powell ajay,powell@stocktonoa.gov	Contractor	Street Sweeping Services	\$1,900,000	2004-Current
City of Palis Alts Roper Nguy roper nguy@cityofpaloziko org	Contractor	Street Sweeping Services	\$900,000	2014-Current
City of San Ramon Darin Fitzpatrick dftzpatrick@sanramon.oa.gov	Contractor	Street Sweeping Services	\$560,000	2010-Current
City of Napa Joe Carrion carrion@cityofhapa.org	Contractor	Street Sweeping Services	\$400,000	2017-Current
Dity of Rancho Cordova Tony Perez sperez?@republicservices.com	Contractor	Street Sweeping Services	\$250,000	2008-Current
City of Redwood City Adrian Lee alee@redwoodoty org	Contractor	Street Sweeping Services	\$360,000	2011 - Current
(SEE /	ADDITIONAL RE	FERENCES SECTION	N ON FOLLOW	ING PAGE



6.	Has your present organization ever defaulted on a contract? If so, state where, when, and why.
	N/A
7.	Identify the Street Sweeping Service manager/supervisor and describe their qualifications. As well as qualifications and training for the drivers.
Jesse Alva	ardo, Regional Manager. Over 20 years of corporate automotive expenence and proven track record of customer service sand sales
Sugey Mo	relos, Customer Service Support, Over 5 years of routing and dispatch expenence and a frequent point of contact with our largest customers
Diana Man	riquez, Dispatch Site Support. Over 4 years of dispatch and office support and is often a point cotact for our drivers on the field
Driver Ope knowledge	rators, All our full-size sweeper driver operators have commercial iccenses and go through stringent qualification processes which include defensive driving trainiof DOT/CHP requirements, equipment knowledge, and more
Larry Gold workers	dberg, Regional Manager, over 25 years of operational and management experience, expertise in handling large teams of frontline
8.	Provide a Staffing Plan for Street Sweeping Services. This plan should include a list of names, positions and a brief bullet-listing of qualifications of key employees participating in this contract (i.e., years of experience, etc.).
Ple	ease see page 22 of this RFP for detailed qualifications of all relevant staffing
	V



Additional References

For additional reference, and to aid in your final decision, we welcome you to contact a sample of our other partners noted below.

- 1) City of Redwood City Residential Sweeping
 - a) 1400 Broadway, Redwood City CA
 - i) Adrian Lee 650-780-7648
 - b) From 2011 To: Current
- 2) City of Hesperia Residential Sweeping
 - a) 17282 Mojave St, Hesperia, CA 92345
 - i) Jeremy McDonald 760-947-7742
 - b) Contract Start: 2020 To: Current
- 3) County of Yolo Street, Landfill & Airport Sweeping
 - a) West Sacramento / Yolo County
 - i) Lauren Fong Ifong1@wm.com
 - b) Contract Start: 2016 To: Current
- 4) City of San Carlos Residential Street Sweeping
 - a) 600 Elm St, San Carlos, California, 94070
 - i) Louis Duran 650-802-4144
 - b) Contract Start: 2016 To: Current
- 5) City of Campbell Residential Sweeping & Lots
 - a) 70 N First Street Campbell, CA 95008
 - i) Ron Taormina 408-866-2734
 - b) Contract Start: July 2006 To: Current
- 6) City of Danville Residential Sweeping
 - a) 1000 Sherburne Hills Rd Danville, CA 94526
 - i) Dave Casteel 925-314-3434
- b) Contract Start: January 2005 To: Current
- 7) City of Saratoga Residential Street Sweeping
 - a) 19700 Allendale Ave. Saratoga, CA 95070
 - i) Rick Torres 408-857-6545
 - b) Contract Start: June 2005 To: Current
- 8) City of Antioch Residential Sweeping
 - a) 2500 Pittsburg-Antioch Hwy, Antioch, CA 94509
 - i) Dean H. Eckerson 925-756-1972
 - b) Contract Start: January 2015 To: Current



- 9) City of Baypoint Residential Sweeping
 - a) 2500 Pittsburg-Antioch Hwy, Antioch, CA 94509
 - i) Dean H. Eckerson 925-756-1972
 - b) Contract Start: January 2015 To: Current
- 10) City of Benicia Residential Street Sweeping
 - a) 441 N. Buchanan Circle Pacheco Ca 94553
 - i) Susan Hurl 925-671-5804
 - b) Contract Start: November 2014- To: Current



REFERENCES

Please provide five (5) professional references of similar street sweeping services. Include company/ government name, contact person, phone number and the number of years you have serviced each account.

1. City of Stockton

Annual Contract Value: \$1,900,000.00

Ajay Powell

ajay.powell@stocktonca.gov

209 851-5055

2004-Current

2. City of Palo Alto

Annual Contract Value: \$900,000

Roger Nguy

650 496-6912

roger.nguy@cityofpaloalto.org

2014-Current

3. City of San Ramon

Annual Contract Value: \$560,000

Darin Frtzpatrick

925 973-2836 dfitzpatrick@sanramon.ca.gov

2010 - Current

4 City of Napa

Joe Carrion

707 310-9239

jcamon@cityofnapa.org

2017 - Current

Annual Contract Value: \$400,000

City of Rancho Cordova

Annual Contract Value: \$250,000

5. Tony Perez

916 438-5072

aperez7@republicservices.com

2006 - Current

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

STREET SWEEPING SERVICES

PROPOSAL FORM

24

Proposal Section

1. BID SCHEDULE

Bidder's attention is directed to provisions of the Contract Documents relating to City's authority to adjust scope or quantity of work, and the adjustment procedures.

Item No.	Item Description	Unit Price per month	X# of Mont hs	Annual Price
1.	Sweep Commercial Areas	\$3,750	12	\$ 45,000
2.	Sweep Arterial Streets	\$3,750	12	\$ 45,000
3	Sweep All other Residential Streets	\$7,500	12	\$ 90,000
		Total Bid Pr	rice	\$ 180,000-00

Commercial Areas are defined as including one block on either side of the Commercial area.

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL



2. HOURLY RATES FOR LABOR TO PERFORM WORK NOT INCLUDED IN BID SCHEDULE

During the contract term, City may request contractor to perform work not listed in the Bid Schedule. Procedures for engaging such additional services are contained in the Special Provisions.

The contractor offers the specified labor categories at the indicated hourly rate for these additional services. Hourly rates shall include all direct and indirect costs.

For labor not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and contractor before additional services are performed.

	HOURLY RATES			
LABOR CLASSIFICATION	STRAIGHT TIME	OVERTIME	SUNDAY/ HOLIDAY	
J. Street Sweeper Operator	\$ 205	\$ 250	\$300	
2.	S	S	s	
3.	\$	s	\$	
4.	\$	\$	\$	
5.	S	\$	\$	



3. MARK-UP ON MATERIALS FOR WORK NOT INCLUDED IN BID SCHEDULE

Contractor will charge City the actual invoice of materials plus a fee of	used for the additional work
per	cent



4. HOURLY RATES FOR EQUIPMENT TO PERFORM WORK NOT INCLUDED IN BID SCHEDULE

Hourly rates shall include all costs necessary to provide equipment in good working order, including cost of fuel, maintenance, direct and indirect cost, but excluding operating labor costs.

For equipment not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and the contractor before such additional equipment is used.

The equipment listed below will not be paid for if required in the performance of the work called out in the Bid Schedule. It will only be paid for if specifically requested, required and previously approved by the Manager.

CLASSIFICATION	DESCRIPTION	HOURLY RATES		
OF EQUIPMENT	(MODEL, SIZE, ETC.)	PER HOUR	PER DAY	PER WEEK
L Vacuum Sweeper	Tymco 600 or equivalent	\$ 205	\$1640	\$11480
2.		\$	S	\$
3.		\$	\$	\$
4.		\$	S	\$
5.		\$	\$	\$
6.		\$	\$	\$
7.		\$	S	\$
8.		\$	S	\$
9.		\$	\$	\$
10.		S	\$	\$

CALIFORNIA ALL. PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	}
County of Alameda) D) OH
On Feb. 22-2023 before me,	(Here insert name and title of the officer)
personally appeared Manyend	M'S. Saxena
who proved to me on the basis of satisfa	actory evidence to be the person(s) whose
name(s) is/are subscribed to the within	instrument and acknowledged to me that
he/she/they executed the same in his/h	er/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrum	ent the person(s), or the entity upon behalf of
which the person(s) acted, executed the	e instrument.
	under the laws of the State of California that
the foregoing paragraph is true and cor	rect.
	STEPHEN PARKINSON
WITNESS my hand and official seal.	COMM. #2382061
	ALAMEDA COUNTY My Comm. Exp. Dec. 02, 2025
Away -	
Notary Public Signature (No	otary Public Seal)
	INSTRUCTIONS FOR COMPLETING THIS FORM
ADDITIONAL OPTIONAL INFORMATI	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments
DESCRIPTION OF THE ATTACHED DOCUMENT	from other states may be completed for documents being sent to that state so long
Non Collusion Attidant	as the wording does not require the California notary to violate California notary law
(Title or description of attached document)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which
	must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her
Number of Pages Document Date	commission followed by a comma and then your title (notary public). • Print the name(s) of document signer(s) who personally appear at the time o
	notarization.
CAPACITY CLAIMED BY THE SIGNER	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this
☐ Individual (s)☐ Corporate Officer	information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible
	Impression must not cover text or lines. If seal impression smudges, re-seal if
(Title)	sufficient area permits, otherwise complete a different acknowledgment form. o Signature of the notary public must match the signature on file with the office o
☐ Partner(s)☐ Attorney-in-Fact	the county clerk. Additional information is not required but could help to ensure thi
Trustee(s)	acknowledgment is not misused or attached to a different document.
Other	 Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is
	corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

2015 Version www.NotaryClasses.com 800-873-9865



5. STATE LAW CERTIFICATIONS

NON-COLLUSION AFFIDAVIT (TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

I, (Name of Bidder) Marvendra S Saxena being first duly sworn, deposes and says that he or she is (Title) Sentor General Manager of (Name of Firm) SCA of CA, LLC the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has been directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of ant bidder, or to secure any advantage against that public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."
(Signature of Bidder)

State of California)ss ACKNOWLEDGEMENT (By Individual, Partnership or Corporation) County of Alameda
The person(s) signing above for ManVendras. Salvena, known to me in individual and business capacities stated, personally appeared before me today and acknowledged that he/she/ they executed it and acknowledged to me that the partnership named above executed it or acknowledged to me that the corporation named above executed it pursuant to its bylaws or a resolution of its board of directors.
Dated: 02-22-2023 Signature:
This area for official notarial seal STEPHEN PARKINSON COMM. #2382061 NOTARY PUBLIC - CALIFORNIA ALAMEDA COUNTY My Comm. Exp. My Comm.



ACKNOWLEDGMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No.	Dated		Initial Here:
No.	Dated		Initial Here:
No	Dated	AND Made in concession and concessio	Initial Here:
No	Dated		Initial Here:
No	Dated	***************************************	Initial Here:
No	Dated		Initial Here:

No official addenda or questions posted.



Equipment

- SCA operates 100+ sweepers in Northern California, distributed acorss our regional centers
- All of our sweepers are California Air Resources Board (CARB) compliant and we adhere to all EPA and OSHA standards for equipment
- SCA and our team are confident that we can provide year-round service with the necessity
 equipment and required dedicated sweepers, as well as numerous back-up sweepers.
- During the Fall Season (3 month period) our sweepers will rotate in and assist on large routes or in the case of winter storms
- For this new contract, we intend on servicing the City of Stockton with newer, CARB compliant sweepers which SCA already has on hand:

^{*}Please see section on 'GPS' at the end of this proposal for additional detail







- It is of paramount importance that municipality streets are swept with full-sized regenerative air sweepers, and that back-up sweepers & spare parts are readily available – this is not something that other companies can reliably provide
- We have plenty of back up sweepers to replace any sweepers in case of a repair & maintenance issue; we also carry all the major spare parts of the sweepers so that the trucks can be repaired and be put on the streets as soon as possible
- Backup & Mechanical Broom Sweepers:
 - Apart from an ample stock of backup regenerative air sweepers, SCA also houses dedicated
 Mechanical Broom Sweepers
 - Mechanical Broom Sweepers are often needed as additional heavy or packed down debris that could build up after the winter rain and gravel run off
 - As needed for run off after the winter build up, our management will dispatch a full-size mechanical broom unit for the benefit of refined cleaning for compacted sand, gravel and residue removal
 - This allows for our residential and commercial street sweepers to focus on the debris, leaf and general clean up and allows for the heavier machinery for detail cleaning

Please see the following page for a partial list of our current inventory



Asset Description	VIN#
2021 Freightliner Tymco 600	1FVACXFC0MHMJ3019
2021 Freightliner Tymco 600	1FVACXFC7MHMJ3020
2021 Freightliner Tymco 600	1FVACXFC9MHMJ3021
2021 Freightliner Tymco 600	1FVACXFC0MHMJ3022
2021 Freightliner Tymco 600	1FVACXFC2MHMJ3023
2021 Freightliner Tymco 600	1FVACXFCXMHMJ3030
2021 Freightliner Tymco 600	1FVACXFC1MHMJ3031
2021 Freightliner Tymco 600	1FVACXFC1MHMJ3034
2019 International Tymco 600	1FVACXFC9KHJW1445
2019 Freightliner M2 Tymco 600	1FVACXFC4KHKG2744
2019 Freightliner M2 Schwarze A7000	1FVACXFC0KHKL3603
2019 Freightliner M2 Schwarze A7000	1FVACXFC2KHKL3604
2019 Freightliner Tymco 600	1FVACXFC6KHKJ7941
2019 Freightliner Tymco 600	1FVACXFC8KHKJ7942
2018 Freightliner Tymco 600	1FVACXFC9JHJZ2449
2018 Freightliner Tymco 600	1FVACXFC5JHJZ2450
2017 Freightliner Tymco 600	1FVAC4DXXHHJB1095
2017 Freightliner Tymco 600	1FVAC4DX1HHJB1096
2017 Kensworth Schwarze A7000	3BKJHM7X3HF581553
2017 Freightliner Tymco 600	1FVACXDT9HHJE3504
2017 Freightliner A7 Tornado	1FVACXDT1HHJD6112
2017 Freightliner M2 Schwarze A7000	1FVACXDT4HHHY8861
2017 Freightliner Tymco 600	1FVACXDT7HHJA9979
2017 Tymco 600	1FVACXDT3HHJA9980
2015 Tymco 600	1FVACXDT2FHGL1598
2048 =	1FVACXDT4FHGL1599
2015 Tymco 600	1FVACXDT7FHGL1600
2015 Freightliner M2 Tymco 600	1FVACXDTXFHGH6929
2015 Freightliner Tymco	1FVACXDT5FHGH6935



Background and Approach

SCA has had a lot of experience in municipality sweeping services in California and works diligently with the customers and the residents to provide a great service. SCA understands the nature of this project and intends to follow it as defined within the RFP, with our approach briefly summarized below:

- SCA exercises internal controls that include, but not limited to, field supervision, daily oversight
 of GPS tracking which include curb mile sweeping and "brooms-down" productivity.
 Additionally, all drivers complete daily route sheets which collect data relative to their field
 activity, such as:
 - o How many yards or hoppers are dumped
 - o Curb miles swept
 - o Obstacles in roadway e.g. cars, trees
 - Hours in the field
- Additional safety controls include working with 3rd party organizations which oversee all DOT and BIT compliance – this ensures consistent safety reviews as well as reliable and regulationcompliant equipment on the road
- Each day assumes an 8-hour sweep day to include dumping and pulling water for the vehicle as needed



At SCA, we believe in a partnership philosophy to work together to achieve the common goals of our customers (Municipality Manager and Public Works Director) as well as the residents of the City. We strive to work for this partnership and are able to achieve this through a variety of avenues, as listed below:

Visibility to customers:

- We provide continuous and accurate GPS history and route visibility of all our sweepers on all our routes
- GPS reports can be used for checks and balances in billings and if necessary, to reroute or resweep to accommodate any customer service requests
- SCA has recently taken rapid steps to digitize its inspections/compliance reporting and procedures by allowing all driver operators to complete various forms (DVIR, Daily Logs, COVID-Reports) digitally that directly interface with our regional managers new dispatch software, provided by 'Intellishift'
- SCA has taken additional steps to ensure our fleet maintenance is appropriately scheduled, and tracked, in advance using the Intellishift platform
- We have similarly invested in internal diagnostics systems to screen for vehicle codes and ensure our equipment is adequately maintained with minimal downtime for our clients
- Please see the 'GPS' section of this proposal for additional detail and images

Prompt Customer Service:

- We promise immediate customer service investigation and resolution
- Our managerial team have extensive customer service experience and will promptly deal with any complaints that are directed to them
- All complaints are to receive a follow-up response within twenty-four (24) hours following notification

Employee Routing and Hiring Practices:

- Much like the dedicated sweepers, we assign employees to the sweepers who are familiar
 with the respective County; we find it best policy to retain consistencies in our routing and
 ensure that our teams become familiar with each city route's idiosyncrasies and local needs
- SCA route managers take the initiative to talk to the County residents of any concerns they
 may have



 We employ Quality Control specialists who inspect routes pre-sweep, during, and post-sweep until said Q.A specialist is confident that driver operator is well versed with city streets and is providing a high standard of work

Roll-Off Operations

 Alongside sweeping our 40+ municipalities, SCA employs multiple Class A drivers who operate our Roll-Off Truck operations for internal hauling services; we host claw trucks and bins in various sizes from 10-yard to 40-yard capacity to assist in all your dumping needs

By: Manvendra S Saxena

Title: Senior General Manager

Signed: _



Contract Organization and Staffing

We are a company that likes to give back to our local communities, so we hire most of our drivers, mechanics, and managers locally; in total we have 78 employees across our regional offices.

We like to be close to our customers; SCA has a regional operations center in the City of Stockton.

Key Contacts:

- Senior General Manager Manvendra Saxena
 - msaxena@sweepingcorp.com
 - **224-532-7396**
 - **510-431-8643**
 - Availability 24 hours per day
- Regional Manager -Jesse Alvarado
 - jalvarado@sweepingcorp.com
 - ***** 408-498-4631
 - Availability 24 hours per day
- Regional Manager -Jesse Alvarado
 - lgoldberg@sweepingcorp.com
 - 408-498-4631
 - Availability 24 hours per day
- Customer Service Dispatch Supervisor
 – Sugey Morelos
 - smorelos@sweepingcorp.com
 - 408-228-4564
 - Availability M-F 7am-4pm
- Customer Service Dispatch Supervisor

 Diana Manriquez
 - dmanriquez@contractsweeping.com
 - **408-907-5847**
 - Availability M-F 7am-4pm



All our managers are on duty 24/7. Our estimated time of arrival for emergency call outs will be a minimum of 1 hour during working hours described at 7:00 AM to 5:00 PM Monday – Friday.

A twenty-four (24) hour emergency number is available. All personnel are equipped with communication.

Key Personnel Bios

Operational Team

Of the following team members, **Jesse Alvarado** will be the key contact for the day-to-day administration of this project. These team members will be responsible for the daily functioning of the project, and ensuring that all sweeping services are being performed to the complete satisfaction of the City.

Jesse Alvarado – Regional Manager

Jesse has over 20 years of corporate automotive experience. He has a proven track record of customer service and sales. He has strong leadership skills, with innovative techniques that has led him to win awards and personal recognition from Henry Ford III. Jesse leads with passion and believes to be cutting edge involves, communicating the vision and culture of the organization, employee recognition, empowering employees and developing ideas as a team.

- Honesty and integrity
- Excellent concern/resolution skills
- Commitment and passion
- Ownership/Accountability

Larry Goldberg - Regional Manager

Larry has over 25 several years of experience as a seasoned manager, previously managing over 100 people at Aramark and Republic Services. He brings with strong institutional operating knowledge, a diligent attitude, fantastic communication skills, and takes pride in his work.

- Communication
- Teamwork
- Honesty and integrity
- Operational expertise



Sugey Morelos – Customer Service Dispatch Supervisor

Sugey offers a strong support for routing and dispatch out of the Stockton office. She is an important part of the operational team and often the point of contact for drivers in the field.

- Skilled interpreter to support field and back-office operations
- Strong organization skills
- Detailed routing knowledge and GPS management

Diana Manriquez - Dispatch Site Support - San Jose

Diana offers a strong support of routing and dispatch out of the San Jose office. She is an important part of the operational team and often point of contact for drivers in the field.

- Strong coordination skills for routing
- Active listener with excellent communication skills
- Strong organizational skills

Support Team

The following team members will provide ongoing support to the operational team and remain ready and available to answer the City's requests if needed.

Manvendra Saxena – Senior General Manager

Manvendra (Manny) is a seasoned executive with extensive P&L responsibility driving strategy, marketing, and business development/sales in both small and large organizations. His experience ranges from running a multi-million-dollar marketing budget in a Fortune 100 company to scaling a series-C start-up. An engineer by background, he brings in a deeply analytical and data-oriented approach to solving cross-functional business problems across different functions, geographies, and industries. Manvendra earned his MBA from Kellogg School of Management (Northwestern University) and a bachelor's degree in engineering from Indian Institute of Technology. His skillset includes

- Leadership of large teams
- General Management



• Finance & Accounting

Manny will be responsible for the general oversight of this project and communicating with the City managers whenever necessary to ensure SCA is delivering on quality and service.

Additional Team

- We employ two Class A drivers who operate and manage our Roll-Off Truck operation for internal hauling services with ample bins in various sizes from 10-yard to 40-yard capacity and claw tractors for hauling.
- Other operational services are provided as requested



Letters of Recommendation*

- City of Livermore:
 - o [CSS] has been excellent to work with! Easily the best contractors we have"
- City of Palo Alto:
 - "...Staff determined CSS was responsive to the City's needs, met all evaluation criteria and is a qualified proposer. In addition, Contract Sweeping Services has been providing reliable street sweeping and sweeping debris hauling services for the City for the past five years and has provided a level of service that is acceptable to City staff. Their personnel, from management to office and field staff, are flexible and responsive to the City's service requests and adept at responding to any complaints from City staff or residents."
- City of Campbell:
 - o "You guys always do great work for us. Thank you for all you do"
- Delta Diablo District:
 - o "[CSS] is doing a mighty fine job for Delta Diablo"
 - o "[CSS] has been great to work with. Very responsive and excellent customer service!"
- City of Fairfield:
 - "Service has been great. We have not had any complaints. I don't know how often
 Supervisors are coming to review the area, so that would be an area for improvement"
- City of Napa:
 - o "There has been a vast improvement in services over the past years. Thank you"
 - "I believe in recognition. Over the past several months my attention has been called to the quality of the street cleaning in my area. St Francis Circle, 94558. Exceptional! It has been years since I have since such careful and efficient efforts toward managing the neighborhood streets for debris. It is obvious that this driver is concerned about safety along with the responsibilities of his work. (The vehicle is carefully maneuvered and not used at breakneck speeds as I have seen in the past)."

^{*}Received when SCA was operating as Contract Sweeping Services (CSS)



Other Information

Culture of Safety

The daily routines of sweeper operators and mechanics for SCA have been anchored on routine safety inspections and a preventative maintenance program. There are three levels of inspections that allow a rotation of parts and necessary services to retain the performance and life in each piece of equipment. At the time an equipment is found to need repair, it is pulled out of operation. The equipment will not be put to use again until all items listed on the work order have been addressed, and repairs have been completed and signed off by the Shop Manager. Once the equipment has passed all inspections, it will be assigned to work. Please see below for the three levels of inspections:

- Level One: Daily Basic Maintenance: Blow air filter elements and inside of cab, grease fittings, check all fluids and replenish as needed, check all lights to be sure they are functioning properly, and wash equipment to maintain a clean image.
- Level Two Weekly Maintenance: Check all brooms and flaps replace as needed, change gutter brooms approximately every 4 days or 32 hours of sweeping, check wear on tires.
- Level Three Monthly Preventive Maintenance: Change front oils, replace air elements, replace rear
 brooms, and flap kits (at approximately 170 hours), tune front motor, replace plugs, flush radiator,
 check bushings and change if needed, replace fuel filters, change transmission fluid and service
 transmission, replace tires (front and rear) if needed, check brakes, and replace if needed.

All Levels of service assist in the preservation of a clean image, increase the performance of our equipment, and help us serve our customers better.

Driver background checks and BIT program

SCA employs seasoned sweeper mechanics and ensures that our teams stay in compliance with 90-day BIT inspections and DOT regulations.

All SCA drivers are entered into a program which monitors the random rotation and a "pull" to be tested for drug and alcohol usage.

This is a program operated within the Department of Motor Vehicles (DMV). Additionally, all new hires are screened by Smyser and Associates which is a 3rd party organization of professionals experienced in BIT compliance and DOT compliance: http://smysersafe.net/



GPS Vehicle Tracking Equipment/Software Profile - Intellishift

- SCA utilizes an all-in-one cloud-based fleet intelligence platform called **Intellishift** a syystem that intuitiveley allows us to optimize our fleet, safety, and driver efficiency
- This software is easily accesible via the web or through a mobile platform; to view more details, please see the company's website at www.intellishift.com
- This platform provides many capabilities, alongside GPS/telematics. Please see below for the current modules we utilize:

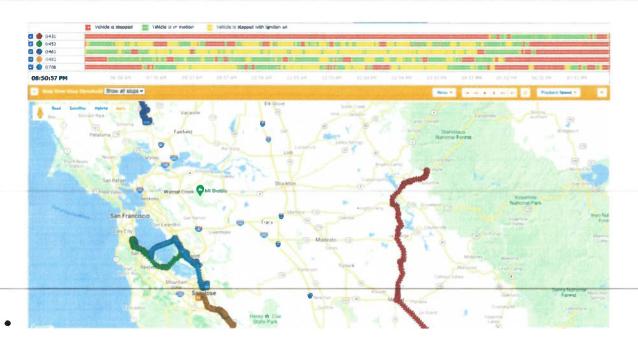
Fleet Telematics (Silent Passenger):



- This is a telematics/GPS system that allows dispatchers to track, schedule, route, and communicate with drivers who are on the field; it will be the primary module of interest for the City
- The platform is capable of tracking, in real time or historically, vehicle location, speed, direction, date/time stamps, distance traveled, and more
- In addition, reports can be provided that distinguish between sweeping activity ('brooms-down)
 vs non-sweeping activity (travelling) with a high degree of accuracy (10-second pings)
- A separate login/portal can be provided to the City for their own quality asurance purposes



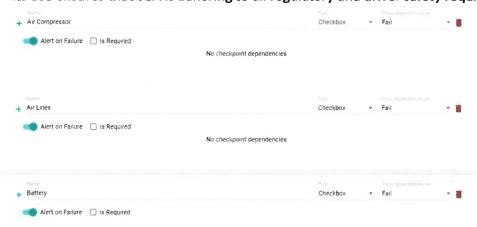




inspect:



- This is a digital inspection app that simplifies daily inspections and streamlines communication between drivers, mechanics and the dispatch team
- Its use ensures that SCA is adhering to all regulatory and driver safety requirements





Vehicle Maintenance



- The vehicle maintenance module helps prevent downtime and extends vehicle, asset, and equipment life
- Its use ensures that the equipment utilized in the City is always maintained to a degree of standard that surpasses all expectations

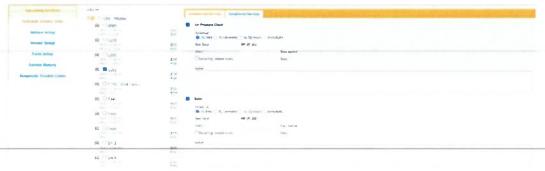


EXHIBIT B - COMPENSATION

- a. Service Provider reserves the right to a percentage adjustment to the pricing for all services equal to the percentage adjustment in the U.S. Bureau of Labor Statistics Consumer Price Index, San Francisco Area (CPI SF Area).
- b. Furthermore, said percentage adjustment shall be based on the CPI SF Area ninety (90) days prior to July 1st and be limited to a minimum of three percent (3%) and a maximum of five percent (5%). This request shall be made in writing ninety (90) days prior to July 1st of each year.

Fiscal Year (FY)	Minimum annual cost	Maximum annual cost
Year 1 –	\$180,000	\$180,000
FY 2023/24		
Year 2 –	\$185,400	\$189,000
FY 2024/25		
Year 3 –	\$190,962	\$198,450
FY 2025/26		
Year 4 –	\$196,691	\$208,373
FY 2026/27		
Year 5 –	\$202,592	\$218,791
FY 2027/28		
Total	\$955,644	\$994,614