

ARDEN-ARCADE PARTNERSHIP

REQUEST FOR QUOTATION Maintenance Services

The ARDEN-ARCADE PARTNERSHIP (“The DISTRICT” or “DISTRICT”) invites the submission of quotes from qualified vendors to provide maintenance services to The DISTRICT.

All submittals are due by 1300 hours, January 6, 2023, and must be e-mailed to ardenarcadepartnership@gmail.com

All quotes must be submitted by the due date and time. Sole responsibility rests with the responder to see that their proposal is received on time. Proposals received after the deadline will not be accepted without written pre-approval by The DISTRICT.

TENTATIVE SCHEDULE OF EVENTS

Proposing firms who participate in this RFQ shall meet the following schedule requirements. All times referred to in this RFQ are Pacific Time (PDT).

EVENT	DATE and TIME
Release of RFQ	December 8, 2022
Deadline for Questions	December 15, 2022, 1700 hours
Responses to Questions Posted	December 20, 2022, 1300 hours
Submittal Due Date	January 6, 2023, 1300 hours
Oral Presentation/Interviews (tentative, if needed)	TBD by The DISTRICT
Recommendation of Award to Board of Directors	January 12, 2023
Contract Start Date	February 1, 2023

Note: The dates and times above are subject to change at the option of The DISTRICT. If you would like to receive modifications and/or addenda please email ardenarcadepartnership@gmail.com and request all modifications and/or addenda.

Included in this package:

1. ARDEN-ARCADE PARTNERSHIP Project Specifications
2. Exhibit A – Insurance/Business License Requirements
3. Exhibit B – Map of The DISTRICT
4. Attachment 1 – Scope of Services
5. Attachment 2 – Submittal Requirements
6. Attachment 3 – Pricing Schedule

Proposals should be valid for a period of 90 days from the date of submittal. Company financial information will be kept confidential.

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ARDEN-ARCADE PARTNERSHIP Maintenance Project Specifications

A. Overview and Program Description

- B. The ARDEN-ARCADE PARTNERSHIP (The DISTRICT) is a private, non-profit business association responsible for managing and promoting programs to strengthen the economic and cultural well-being of the community. The organization manages a Property and Business Improvement DISTRICT (PBID) designed to provide supplemental services within the DISTRICT's boundaries. Program Description

The Maintenance Program (Services) will be directed by the DISTRICT (Client) through a contracted provider organization (Contractor). This service is not designed as a replacement for individual garbage or dumping needs by individual property owners or businesses or for services regularly provided by the County.

Contractor shall provide appropriate personnel to deliver the following Services detailed on **Attachment 1 - Scope of Services**.

C. Insurance

Contractor shall maintain insurance covering Contractor, any subcontractor, or anyone directly or indirectly employed by either of them for the duration of the Contract and any extensions. Insurance specifications are detailed in Exhibit A, Insurance Requirements. The ARDEN-ARCADE PARTNERSHIP and the County of Sacramento shall be named as additional insureds under such insurance policies and Contractor/Sub-Contractors shall provide Certificates of Insurance, Additional Insured form, business licenses and any other such proof evidencing coverage as requested by Client.

D. Licenses and Permits

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies.

E. Term of Contract; Payment for Services

The initial period of contract shall begin on February 1, 2023, and shall expire on January 31, 2024, subject to the right of the DISTRICT to terminate the contract upon thirty (30) day written notice to Contractor. The DISTRICT can extend, two (2) one-year options as approved by the Board of Directors with successful performance from contractor. The DISTRICT will pay Contractor for Services monthly, after Services are performed, upon receipt of invoice(s) which will include a work report in detail. Payment terms are net thirty (30) days. The first month of service, the pay will be made within 10 business days of the County of Sacramento sending payment to the AAP which may not occur until

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the end of March 2023.

F. Subcontracting/Assignment

Contractor shall not subcontract or assign the Contract or any portion of the Contract without the DISTRICT's prior written consent; the DISTRICT must approve any and all subcontractors/assignees; the DISTRICT has the right to refuse to approve subcontractors/assignees; the DISTRICT may request the dismissal of subcontractors at any time. Subcontractors/assignees shall be held responsible for all terms and conditions outlined in the original Contract.

G. Work Schedule

The maintenance service will operate on a five (5) day schedule, preferably Monday through Friday. Client shall be notified if there is a need to alter the work schedule due to an unforeseen event. Any work performed over and above the amount stipulated in the Contract must be approved in advance of service delivery by the Client.

H. Personnel

All personnel will be provided by the Contractor company. Contractor shall pay all salaries and expenses, all federal taxes, federal and state unemployment taxes, and all other fees or taxes relating to its employees. Contractor shall comply with legal requirements under the Fair Labor Standards Act, Equal Opportunity Employment and Americans with Disabilities Act.

I. Nondiscrimination

Contractor shall comply with all applicable federal, state and local nondiscrimination laws, regulations and ordinances and will not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment, recipient of services provided or employee or agent of the DISTRICT or the County of Sacramento because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition (including HIV or AIDS), or physical or mental disability. Contractor shall comply with the Americans with Disabilities Act of 1990, Fair Labor Standards Act, Equal Opportunity Employment, Fair Employment and Housing Act and Americans with Disabilities Act.

J. Supplies; Equipment; Uniforms

Contractor shall provide all supplies and equipment appropriate to complete the duties of the Contract including vehicles as well as appropriate reflective & high visibility safety vests for each employee. While on the job, employees shall be properly attired in clothing/uniforms appropriate for the job and compliant with any codes or requirements for workers on or adjacent to busy roads. To the

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extent possible, clothing or uniforms should be maintained in a clean and professional manner.

The DISTRICT will pay for the branding of the safety vests. THE DISTRICT shall provide vehicle magnets for driver and passenger-side doors.

K. Dumpster(s)

The DISTRICT, in cooperation with the Contractor, shall coordinate the size and location of DISTRICT dumpster(s) and the DISTRICT shall be responsible for the regular monthly expense of trash hauling of regularly accepted trash. Fees charged by trash hauler due to unacceptable / inappropriate trash, contamination and or overflowing dumpster(s) shall be the responsibility of Contractor.

L. Audit

Client reserves the right to audit employee payroll records and review various testing and evaluation programs, policies and procedures, employee handbook and other written information. Client may observe training. Contractor shall furnish a detail of employee hours worked with each invoice.

M. Training

Contractor's employees will be appropriately trained to complete the Service and will include both initial and in-service training. Training provided by the Contractor at Contractor's expense shall include, but may not limited to:

- Philosophy and mission of the program
- Company and employment policies; Code of Conduct; chain of command; rules and regulations
- Personal conduct, attitude, etiquette
- Scheduling, assignments, procedures
- Appearance & uniform maintenance; equipment use & maintenance
- Data collection, report writing, emergency reporting procedures
- Personal safety procedures
- Legal responsibilities
- Street Smarts/Awareness/Authority
- Dealing with conflict, emotional behavior, mentally ill, transients, aggressive behavior, etc.

N. Policies

Contractor is responsible for the safety of its personnel. Contractor shall establish and publish detailed policies and procedures and provide an employee handbook for each employee. Policies shall comply with all applicable state, local and federal laws, and regulations as they may apply to employment, operations, or safety. Contractor shall obtain or maintain any licenses or certifications required to perform duties under the Contract. Contractor shall be responsible, in concurrence with the DISTRICT, for preparation of Post Orders that specifically outline the program and define duties.

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O. Evaluation Criteria

The DISTRICT will conduct a comprehensive, fair, and impartial evaluation of all submittals received in response to this RFQ. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFQ. The DISTRICT may select all, some, or none of the Respondents for interviews and/or a site visit. The DISTRICT may also request additional information from Respondents at any time prior to final approval of a selected Respondent.

P. Award of Contract and Reservation of Rights

The DISTRICT reserves the right to award one, more than one or no contract in response to this RFQ. The Contract, if awarded, will be awarded to the Respondent whose Proposal is deemed most advantageous to The DISTRICT, as determined by The DISTRICT. The DISTRICT reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFQ. The DISTRICT also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process. The DISTRICT will require the selected Respondent(s) to execute a contract with The DISTRICT. No work shall commence until The DISTRICT signs the contract document(s). In the event the parties cannot negotiate and execute a contract within the time specified, The DISTRICT reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent. This RFQ does not commit The DISTRICT to enter a Contract, award any services related to this RFQ, nor does it obligate The DISTRICT to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein prior to an execution of a contract. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that The DISTRICT shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

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Exhibit A INSURANCE REQUIREMENTS

The Insurance Requirements may be further detailed in the final Agreement but the general requirements are as follows.

- A. Time for Compliance: Contractor shall not commence work until it has provided evidence satisfactory to the DISTRICT that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the DISTRICT. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.
- B. Minimum Requirements: Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees, or subcontractors. Contractor shall also require all its subcontractors to procure and maintain the same insurance for the duration of the Agreement, subject to subparagraph "c" below. Such insurance shall meet at least the following minimum levels of coverage:
 - a. Minimum Scope of Insurance: Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - b. Minimum Limits of Insurance: Contractor shall maintain limits no less than:
 - a. *General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury, and property damage, to include Automotive Liability at \$1,000,000 per accident for bodily injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. *Commercial Automobile Liability:* for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - c. *Personal Lines Automobile Liability* for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
 - d. *if Contractor has any employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices

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Liability limits of \$1,000,000 per accident.

- e. *Subcontractor Insurance Requirements:* Contractor shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the DISTRICT that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the DISTRICT as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage.

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Attachment 1 SCOPE OF SERVICES

Contract Coverage: The Contractor is to provide the services within the boundaries of the ARDEN ARCADE PARTNERSHIP PBID map (Exhibit B) as described below. Note, the property within the PBID is described as Section 1 areas (Public plus 4') or Section 2 areas (Private).

General Conditions:

- **Contractor shall** provide and supervise work crew Monday through Friday and as needed on an ongoing basis until the contract is fulfilled.
- **Reporting:** Contractor shall maintain statistics on the amount of garbage collected, shopping carts retrieved, graffiti covered or removed, and posters/signs removed. The statistics and or photographic documentation shall be reported to the Executive Director on a regular basis (monthly or weekly).
- **Inclement Weather:** In the event of inclement weather, contractor is still responsible for daily litter collection. Some services, such as graffiti abatement may be delayed due to weather but will be dealt with in a timely manner.

Section 1 areas: Within the public right of way (sidewalks, gutters, curbs etc.) and four feet (4') on the private property side of the back of sidewalks in all areas of the DISTRICT.

- A. Litter Collection:** Remove and dispose of trash and debris.
- B. Graffiti Abatement:** Remove or cover graffiti from public and private property. Property or business owner will provide color matched paint if standard gray or beige is not acceptable.
- C. Signage:** Remove and dispose of all posters, stickers and advertisements illegally posted.
- D. Illegal Dumping:** Remove and dispose of any bulk items (appliances, mattresses, tires, debris etc.), with or without assistance from County, as soon as reasonably possible.
- E. Shopping Carts:** The Contractor shall monitor the DISTRICT for abandoned shopping carts and shall contact the owner/retailer for the removal of the carts. In instances when owner/retailer fail to remove carts, Contractor will return carts to the retailer's closest location.
- F. Homeless Camps:** Proactively remove and dispose of items left at abandoned homeless camps. For camps that are actively occupied, the Contractor shall report said camp to the District's Executive Director.

Section 2 areas: Private property not included in Section 1 areas.

- A. Graffiti Abatement:** Remove or cover graffiti from private property with property owner's

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permission. Property or business owner will provide color matched paint if standard gray or beige is not acceptable. Graffiti on private property not authorizing graffiti removal will be reported to the DISTRICT contact person.

- B. Shopping Carts:** The Contractor shall report abandoned shopping carts to the Executive Director.
- C. Homeless Camps:** Contractor shall report homeless camps (abandoned or occupied) on private property to the DISTRICT's Executive Director.

Extended Services: Services outside those detailed above shall be considered "extended services" which are subject to approval and negotiations with the DISTRICT and the Contractor. The DISTRICT reserves the right to retain the Contractor or negotiate with another vendor for extended services per a separate agreement.

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Attachment 2 MAINTENANCE SUBMITTAL REQUIREMENTS

Proposal of:	
A corporation organized and existing under the laws of the State of:	
Or a partnership consisting of:	
Or an individual trading as:	
Contact Name:	
Address:	
Telephone:	
Email:	
Number of years in business:	
Has your business operated under any other name(s)?	
If so, what name(s)?	
List licenses or certificates held, along with license numbers:	
Can you provide insurance coverage as set forth in the specifications including workers' compensation? (attach certificate)	
Provide a list of current contracts/references along with contact names and telephone numbers. (attach up to one separate sheet if necessary)	
Are you presently in good standing with local state and federal governing agencies in terms of compliance with all applicable statutes, acts and codes? If no, please explain.	

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<p>Are there any recent or currently unresolved legal actions against you or your business entity? If yes, please explain.</p>	
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Attachment 2 (continued)

Please include the following information in your proposal:

1. Brief company history and philosophy
2. Company organization chart
3. Evidence of ability for Contractor to provide insurance and workers compensation coverage in amounts set forth in the specifications
4. Brief description of personnel policies including recruiting, training, staff turnover history, and employee benefits offered (as applicable)
5. Examples of your typical reporting documents in at least three levels of detail, e.g., activity journals and logs, photographic journals, board/committee reporting, or summarized billing backup.
6. Description of your proposed staffing and scheduling to accomplish the goals of the program.
7. Evidence of financial stability and resources, including current financial statements.

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Attachment 3 MAINTENANCE PRICING SCHEDULE

Maintenance Rates	Proposal Cost
Total Hourly Billing Rate	\$ _____ per hour
Total Weekly Billing Rate (Anticipated hours per week: _____)	\$ _____ per week
Total Monthly Billing Rate	\$ _____ per month
TOTAL PROPOSAL ANNUAL COST (weekly billing X 52)	\$ _____ per year

- a. Alternative: in the event the Contractor desires to bill for service in a fashion different than billing for hourly services performed at an hourly rate, please discuss your suggested alternatives, and explain the merits and reason that the DISTRICT should consider such an alternative billing structure in your submittal.
- b. Extended Services: If you are comfortable doing so, please provide a sample of costs for hypothetical extended services on private property:
 - a. Removal of a mattress: _____
 - b. Removal of an abandoned shopping cart: _____
 - c. Removal of three (3) abandoned shopping carts from one property: _____
 - d. Removal of one (1) abandoned tire: _____
 - e. Removal of four (4) abandoned tires: _____
 - f. Removal of an abandoned dresser: _____