

Attachment 2

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Attachment 2



COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT
1441 SCHILLING PLACE, SOUTH 2nd Floor
SALINAS, CA 93901-4543
(831) 755-5025

REQUEST FOR PROPOSALS
#10860
FOR
FIRE FUEL MITIGATION SERVICES AT
EAST GARRISON HISTORIC DISTRICT
FOR THE COUNTY OF MONTEREY

Proposals are due by 3:00 p.m. (PST) on March 17, 2023

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey Housing and Community Development (HCD) Department (“County”) is seeking proposal packages from all firms (“CONTRACTOR”) that are interested in providing services necessary for or incidental to reduce and remove flammable groundcover, ladder fuels, and maintain good aesthetics for the East Garrison Historic District Successor Agency properties outlined in Exhibit A.
- 1.2 This solicitation is intended for an exclusive Standard Agreement (SA).

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles.
- 2.2 Request for Proposals #10860 will establish fire fuel mitigation services. CONTRACTOR will abide by all local, state, and federal regulations and who are also capable of providing all necessary materials and supervision while providing these services.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|-----------------------------------|
| 3.1 | Issue RFP | February 9, 2023 |
| 3.2 | Deadline for Written Questions | 3:00 p.m., PST, February 24, 2023 |
| 3.3 | Proposal Submittal Deadline | 3:00 p.m., PST, March 17, 2023 |
| 3.4 | Estimated Notification of Selection | April 2023 |
| 3.5 | Estimated AGREEMENT Date | April 2023 |

This schedule is subject to change as necessary.

- 3.6 **FUTURE ADDENDA:** CONTRACTORS who received notification of this solicitation by means other than through a County of Monterey mailing shall contact the person designated in the COUNTY POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date.

IT IS EACH CONTRACTOR’S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ALL ADDENDA FOR THIS RFP by either informing the County of

their mailing information or by regularly checking the County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center>. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINT OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact: **Melanie Beretti, AICP, Principal Planner**
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Phone: (831) 755-5284
E-mail: berettim@co.monterey.ca.us

Copy to: **Damian Bye, Management Analyst II**
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Phone: (831) 755-5141
E-mail: byed@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail is acceptable and encouraged). Questions will be researched and the answers will be posted on the County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center> by deadline indicated in the **CALENDAR OF EVENTS** herein.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization AGREEMENT work amounting to not less than 50% of the original total AGREEMENT price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted

from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interests or obligations in this AGREEMENT without the prior written consent of County.

5.2 The scope of work includes but is not limited to the following:

5.2.1 **Vegetation Management:**

- 5.2.1.1. CONTRACTOR shall perform routine assessment and monitoring of the property not less than once (1) per year, subject to change based on environmental conditions.
- 5.2.1.2. CONTRACTOR shall perform vegetation management, either mowing or trimming, or as requested by Successor Agency including:
 - (i) The Contractor shall complete vegetation management two (2) times during the active growing season (February through September) of the open space vegetation.
 - (ii) The Successor Agency shall outline areas of open space, identified in Exhibit A, to be mowed or trimmed.
 - (iii) Work shall occur as defined in 5.2.1.2.(i), and the Contractor shall notify the Successor Agency one week prior to work commencing.
 - (iv) The Successor Agency staff shall provide the Contractor access to secured areas within the Historic Arts District.
- 5.2.1.3. The contractor shall, as per Cal Fire Guidelines: (<https://www.fire.ca.gov/programs/communications/defensible-space-prc-4291/>) clear all brush, poison oak, and ground vegetation within one hundred (100) feet of buildings. The Contractor shall also, consistent with these Cal Fire Guidelines and Monterey County Code 16.60, perform tree trimming operations including:
 - (i) Raise all tree canopies to six (6) feet above grade or brush throughout the properties, and
 - (ii) Trim or, remove limbs that are within three (3) feet of buildings.
- 5.2.1.4. The Contractor shall ensure disposal of trimmed vegetation including:
 - (i) Remove debris and or chip wood (not to include poison oak, weeds, or noxious shrubs) in place,
 - (ii) Distribute debris piles no more than four (4) inches high, and
 - (iii) Appropriately dispose of poison oak, weeds, or noxious shrubs off site.
- 5.2.1.5. The Contractor shall communicate all security and safety related items to the Successor Agency staff immediately.

- 5.3 CONTRACTOR shall prepare a detailed cost proposal and schedule for the work to be performed. Once the cost proposal is approved in writing by the Successor Agency, CONTRACTOR will be issued a Notice to Proceed with authorization to perform the proposed services.
- 5.4 CONTRACTOR shall perform services within a reasonable timeframe and as requested by the Successor Agency.
- 5.5 CONTRACTOR shall comply with County provisions set forth in the COUNTY OF MONTEREY STANDARD AGREEMENT located at:
<https://www.co.monterey.ca.us/home/showpublisheddocument/105034/637666076399230000>

5.6 **Health and Safety**

Please be advised that all contractors selected to provide essential services and any persons/entities authorized by said contractor to visit County of Monterey work sites must comply with required health and safety measures. Prospective bidders are advised to review the Monterey County web site for more information on required health and safety measures:
<https://www.co.monterey.ca.us/government/departments-a-h/health/diseases/2019-novel-coronavirus-2019-ncov/health-officer-shelter-in-place-order>.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT will be for a period of three (3) years with the option for two (2), one- (1-) year extensions.
- 6.2 The AGREEMENT shall contain a clause that provides that the County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a 30-day written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 7.3 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.
- 7.3.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

- 7.3.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
- 7.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

8.0 PROPOSAL PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

- 8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposals packages shall include, at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal Layout</u> Organize and Number Sections as Follows:	
Section 1	Cover Letter (including firm and contact information)
	RFP Signature Page
	Receipt of Signed Addenda (if any)
	Table of Contents
Section 2	Proposed Project Management Approach for Meeting Scope of Work in Section 5.0
Section 3	Pre-Qualifications/Licensing Requirements
Section 4	Key Staff, Project Experience and References
Section 5	Technical Aspects
Section 6	Environmentally Friendly Practices
Section 7	Cost Estimate and Fee Schedule (submit in separate envelope)
Section 8	Exceptions
Section 9	Appendix
Section 10	Bonds

Section 1 - Requirements:

- **Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two (2) pages and should provide firm and contact information as follows:
- **Firm Information:** Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and number of years in existence. Indicate any planned or anticipated changes in business organization or operations, such as dissolution, winding-up, merger, etc., that may bear on ability to complete services in accordance with the AGREEMENT.
- **Contact Information:** The name, address, telephone number, email and fax of CONTRACTOR's primary contact person during the solicitation process through to potential AGREEMENT award.

Litigation History: Provide a description of litigation to which your firm has been a party to in the last five (5) years. Please include the following details:

- Name of Case
- Case Number
- Fate Filed
- Court in which Filed
- Judgment or Result

Signed RFP Signature Page and Signed Addenda (if any addenda were released for this solicitation). Proposal packages submitted without this page will be deemed non-responsive. The Proposal Signature Page may be signed digitally or manually. If manually signed, BLUE ink is required and must be included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

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Section 2 – Proposed Project Management Approach for Meeting Scope of Work in Section 5.0 of this RFP:

An implementation plan that describes in detail:

- (i) the methods, including controls by which your firm manages projects of the type sought by RFP #10860;
 - (ii) manner in which your firm intends to provide adequate staffing, and equipment or other resources to be provided;
 - (iii) identify sub-consultants, if any, your firm proposes to use to provide the services as outlined in this RFP #10860;
 - (iv) methodology for soliciting and documenting views of internal and external stakeholders; and
 - (v) any other project management or implementation strategies or techniques that CONTRACTOR intends to employ in carrying out the services requested.
- Detailed description of efforts CONTRACTOR will undertake to achieve client satisfaction and to satisfy the requirements of Section 5.0, Scope of Work.

Section 3 - Pre-Qualifications/Licensing Requirements:

Pre-Qualifications Requirements: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications, insurance, and licensing requirements as set forth in the County AGREEMENT, which may be viewed on the link provided SAMPLE AGREEMENT SECTION of this RFP.

Licensing Requirements: CONTRACTOR must acknowledge in writing its compliance with all laws governing the services as described within RFP #10860 and that it meets all governmental licensing requirements.

CONTRACTOR shall possess all permits, licenses, and professional credentials necessary to supply products, and the ability to deploy devices and perform services as specified under RFP #10860.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR or any business organization which owns or operates as CONTRACTOR, from any public agency for the last five (5) years.

Section 4 – Key Staff, Project Experience and References:

Key Staff: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience and References: CONTRACTOR shall describe at least three (3) similar projects for which it provided services similar to the scope of work described herein. Please include phone numbers and email addresses as the County will conduct reference checks using this information.

Section 5 – Technical Aspects:

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary for a turn-key project.

CONTRACTOR shall also include:

- Proposed Project Timeline to ensure compliance with meeting the County's needs as indicated in this solicitation.

Section 6 – Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices to which it adheres while doing business as relevant to County's Climate-Friendly Purchasing Policy at:

<https://www.co.monterey.ca.us/home/showpublisheddocument/22305/636241459023900000>.

Section 7 – Cost Estimate and Fee Schedule (submit in a separate envelope):

Cost Estimate: CONTRACTOR shall provide a cost estimate for the service described in Section 5.0 of this RFP as per Attachment B – Fee Schedule attached hereto.

Fee Schedule: CONTRACTOR shall submit a fee schedule, including staff positions/titles, hourly rates for the three- (3-) year term of the Agreement, list of reimbursable items, and estimated costs. All applicable tax shall be included as a separate line item.

Section 8 - Exceptions:

Submit any and all exceptions to this solicitation on separate pages and clearly identify the top of each page with “EXCEPTION TO COUNTY RFP #10860.” Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 9 - Appendix:

CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

Section 10 – Bonds:

The selected CONTRACTOR shall maintain and provide evidence that they have Fidelity Bond Insurance in an amount at least equal to Two Million Six Hundred Thousand Dollars at the time the contract is executed.

8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” the submitted proposal package shall adhere to the following:

- 8.2.1 Four (4) sets of the proposal package (one (1) original proposal marked “Original” plus three (3) copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the submitting company name and reference to “RFP #10860.” In addition, submit one (1) electronic version of the entire proposal package on a USB memory stick. Additional copies may be requested by County at its discretion.
- 8.2.2 Proposal packages shall be prepared on 8½ x 11-inch paper, preferably duplexed and bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or similar correction products to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. The Proposal Signature Page may be signed digitally or manually. If manually signed, BLUE ink is required and must be included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may

be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

- 8.3 **CONFIDENTIAL, PROPRIETARY, TRADE SECRET INFORMATION:** Confidential, Proprietary, or Trade Secret Information: Qualifications Packages submitted in response to this RFQ are not to be marked, in whole or in part, as confidential or proprietary and must not constitute or contain information that is confidential, proprietary, or trade secret, or subject to any other claim that it is not subject to public disclosure under applicable law. The County may refuse to consider any Qualifications Package so marked. Qualifications Packages submitted in response to this RFQ will become subject to public disclosure per the requirements of applicable law, including but not limited to the California Public Records Act, Government Code Section 6250 et seq, and the Ralph M. Brown Act, Government Code Section 54950 et seq. Please be advised that all information and documents submitted to County by CONSULTANT shall become non-confidential, non-proprietary, non-trade secret, public records without exception and subject to public disclosure by the County at any time without prior notice to CONSULTANT, whether pursuant to a request for disclosure or otherwise, including but not limited to disclosure in the course of County's normal procedures to post on the internet or otherwise make available to the general public documents of interest to the public. All interested CONSULTANTS are advised to consider, when deciding what information to include in their submitted Qualifications Package, that such inclusion will result in the information becoming a fully disclosable public record. The County shall not be liable in any way for disclosure of any such records or part thereof related to this RFQ or any Qualifications Package, including, but not limited to, evaluations, proposals, or any other information or records. In submitting the information and documents, the CONSULTANT is agreeing to the County's release of such information and documents under the Public Records Act or the Brown Act, without further notice to the CONSULTANT, and is agreeing to release, indemnify, and hold harmless the County from any harm that may result to the Proposer or any third party for release of such information and documents. This release and promise to defend and indemnify is given regardless of whether any exemption from disclosure may be available or might have been claimed under applicable law, and CONSULTANT's responding to this RFQ acknowledge that the decision whether to assert any such exemption will be made in the COUNTY'S sole discretion. Submission by an interested CONSULTANT constitutes a complete waiver of any claims whatsoever against the COUNTY, and/or its agents, officers, or employees, that the COUNTY has violated a vendor's right to privacy, disclosed trade secrets, or caused any damage by allowing the Proposal to be inspected.

Additionally, all Qualifications Packages received by COUNTY in response to this RFQ shall become the exclusive property of the COUNTY. The COUNTY reserves the right, without limitation, to make use of any information or ideas contained in the Proposals submitted. By submitting information and documents to the COUNTY as part of this RFQ, CONSULTANTS acknowledge and agree to the terms of Section 8.3.

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent AGREEMENT will be based on the criteria contained in this solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit sufficient information for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

9.2 Selection criteria include, but are not limited to, the following:

- 9.2.1 CONTRACTOR'S demonstrated understanding of the services and product required as described within this RFP #10860, quality and thoroughness of the proposal.
- 9.2.2 CONTRACTOR's professional qualifications based on the firm's personnel proposed for these services. County is interested in the firm's history of successful projects, and specifically in the background and ability of the proposed personnel.
- 9.2.3 CONTRACTOR's demonstrated related project experience.
- 9.2.4 CONTRACTOR's record of safety and regulatory compliance.
- 9.2.5 CONTRACTOR's demonstrated ability to perform work efficiently for similar clients.
- 9.2.6 CONTRACTOR's history of reliable, prompt, and thorough services.
- 9.2.7 Ability of CONTRACTOR to provide services at competitive rates.
- 9.2.8 CONTRACTOR's compliance with all County requirements, including insurance and indemnification requirements, as detailed within RFP #10860 and in the Sample Agreement.
- 9.2.9 CONTRACTOR's sustained industry reputation for customer satisfaction in quality of service, in resolving service problems, and providing customer support as necessary.

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9.3 The selection criteria include the following **(100 points total)**:

CRITERIA		
		Indicate Pass/Fail
Qualification Package Content		
Section 1 – Cover Letter (including Contact and Firm Information)		
Section 1 – Signed RFP Signature Page		
Section 1 – Receipt of Signed Addenda (if any)		
Section 1 – Table of Contents		
Section 2 – Proposed Project Management Approach for Meeting Scope of Work in Section 5.0		
Section 3 – Pre-Qualifications/Licensing Requirements		
Section 4 – Key Staff, Project Experience and References		
Section 5 – Technical Aspects		
Section 6 – Environmentally Friendly Practices		
Section 7 – Cost Estimate and Fee Schedule (submit in separate envelope)		
Section 8 – Exceptions		
Section 9 – Appendix		
Section 10 – Bonds		
SPECIFIC RATING CRITERIA		
Rating Element	Points Possible	Points Earned
CONTRACTOR’S ability to meet the County’s requirements.	35	
CONTRACTOR’S cost/pricing sheet (Attachment B)	20	
CONTRACTOR’S support, technical services, and training capacities	15	
CONTRACTOR’S experience, proven track record (especially with other governmental entities), qualifications and references	25	
Local Vendor (if applicable): Provides supporting documentation to show qualifications	5	

9.4 AGREEMENT award will not be based on cost alone.

9.5 The award resulting from this RFP will be made to CONTRACTOR that submits a response that, in the sole opinion of the County, best serves the overall interest of the County.

9.6 The award made from the RFP may be subject to approval by the County Board of Supervisors.

10.0 SUBMITTAL INSTRUCTIONS AND CONDITIONS

10.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSALS OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10860 and CONTRACTOR’S COMPANY NAME.**

- 10.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 10.3 Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 10.4 Shipping Costs: Unless stated otherwise, the Free on Board (FOB) for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.
- 10.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. County reserves the right to reject all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 10.6 Ownership: All submittals in response to this solicitation become the property of the County. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- 10.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 10.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

11.0 PRICING

- 11.1 CONTRACTOR will submit a **Cost Estimate and Fee Schedule** for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stating the **Cost Estimate and Fee Schedule** shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial three- (3-) year term of the AGREEMENT.

12.0 CONTRACT AWARDS

- 12.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT resulting from this solicitation.

- 12.2 Board of Supervisors: The award made from this solicitation may be subject to approval by the County Board of Supervisors.
- 12.3 Interview: County reserves the right to interview selected CONTRACTOR(s) before a AGREEMENT is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 12.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 12.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 12.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

13.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submits the best Proposal or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

14.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by the Office of the County Counsel, similar to the County Standard Agreement (SA) referenced in Section 19 "**SAMPLE AGREEMENT SECTION**" herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT SECTION** herein. County may but is not required to consider including language from the CONTRACTOR's proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

15.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

16.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION,” in conformity with the specific requirements set forth in Section 8.3 above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. As a California government entity, the County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

17.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: ☐ Yes ☐ No. CONTRACTOR’S response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

18.0 INSURANCE REQUIREMENTS

18.1 Evidence of Coverage:

- 18.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR, upon request, shall

provide a certified copy of the policy or policies.

18.1.2 This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a “Notice to Proceed” with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

18.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by County’s Contracts/Purchasing Officer.

18.3 Insurance Coverage Requirements:

18.3.1 Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers’ Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of an AGREEMENT.

18.4 Other Insurance Requirements:

- 18.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 18.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 18.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 18.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 18.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR

to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

19.0 SAMPLE AGREEMENT SECTION

The County Standard Agreement with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at the following link for respective project amounts:

<https://www.co.monterey.ca.us/home/showpublisheddocument/105034/637666076399230000>

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EXHIBIT, SIGNATURE PAGE, AND ATTACHMENTS



SIGNATURE PAGE

COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT

RFP # 10860
ISSUE DATE: February 9, 2023



RFP TITLE: FIRE FUEL MITIGATION SERVICES AT EAST GARRISON HISTORIC DISTRICT

PROPOSALS ARE DUE TO THE HCD BY
3:00 P.M., LOCAL TIME, ON March 17, 2023

MAILING ADDRESS:
COUNTY OF MONTEREY
HOUSING & COMMUNITY DEVELOPMENT
Attn: Melanie Beretti, RFP #10860
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
Melanie Beretti, berettim@co.monterey.ca.us, (831) 755-5285
Copy to: Damian Bye, byed@co.monterey.ca.us, (831) 755-5141

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (one original plus three copies and one electronic):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the RFP package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number (with Area Code): _____ Fax (with Area Code): _____

Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

ATTACHMENT A – LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy,” adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of “Local Vendor” as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify, in writing herein, that it meets all of the criteria listed within the policy, which can be accessed online at the following link: <https://www.co.monterey.ca.us/home/showdocument?id=76846>.

County shall not be responsible or required to verify the accuracy or any such certifications and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one selection in order for a business to be considered local):

- ☐ It either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties as defined as “Area”; and
- ☐ It employs at least one (1) full time employee within the “Area,” or if the business has no employees, the business shall be at least 50% owned by one (1) or more persons whose primary residence(s) is located within the “Area”; and
- ☐ Its business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; and
- ☐ It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: “**Area**” shall mean Monterey County, San Benito County, and Santa Cruz County.

Note: If applicable, your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the “Area” and evidencing that payment of the local share of the sales tax goes to either a city within the “Area” or to one of the three counties within the defined “Area.”

On behalf of my business entity (i.e., organization), I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County’s Local Preference Policy for the procurement in question.

Business Legal Name (and dba name if any): _____

Business Address: _____

City: _____ ***State:*** _____ ***Zip Code:*** _____

Signature of Authorized Representative: _____ ***Date:*** _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder’s proposal or qualifications package in order for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

– End of Attachment A –

<u>ATTACHMENT B – FEE SCHEDULE</u>

Position/Title	Hourly Rate (Indicate changes per year if any)		
	FY 2022/23	FY 2023/24	FY 2025/26

– End of Attachment B –

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