

Attachment B



COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND
PARKS
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CA 93901-4527
(831) 755-4800

REQUEST FOR PROPOSALS #10887

For
ON-CALL GREASE TRAP AND SEWER LIFT STATION
PUMPING, WATER JETTING AND VIDEO INSPECTION OF
SEWER LINES, STORM DRAINS AND CULVERTS AT
VARIOUS LOCATIONS THROUGHOUT THE COUNTY OF
MONTEREY

FOR THE
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS

Proposals are due by 3:00 p.m. (PST)
Friday, May 12, 2023

Approved as to Form
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel

By: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date: March 22, 2023

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1. The County of Monterey Department of Public Works, Facilities and Parks (PWFP), hereinafter referred to as “County”, is soliciting proposal packages from qualified organization(s), hereinafter referred to as “CONTRACTOR(s)”, to provide on-call grease trap and sewer lift station pumping, water jetting and video inspection of sewer lines, storm drains and culverts at various locations within Monterey County, California as outlined within Section 5.0, Scope of Work.
- 1.2. This solicitation is not intended to create an exclusive service AGREEMENT and multiple AGREEMENT awards may be made. County retains the ability, at its sole discretion, to add qualified CONTRACTOR(s) after one (1) year from signing the AGREEMENT.

2.0 BACKGROUND

- 2.1. The County of Monterey (County) is located on the Central Coast of California approximately 120 miles south of San Francisco. The County encompasses approximately 3,350 square miles.
- 2.2. The County has a need for on-call services involving grease trap and sewer lift station pumping to vacuum and dispose of wastewater and sludge; water jetting to clean grease traps, sewer lines, and sewer lift stations; storm drain pumping, storm drain jetting and video inspection of sewer lines and storm drains at County facilities. These services are often requested with very short notice due to equipment failure or weather conditions, and require quick response times, often within two (2) hours or less.
- 2.3. This Request for Proposal (RFP) #10887 is structured to allow the County the option to establish one (1) or multiple AGREEMENT(s). The purpose of this AGREEMENT(s) is to provide County with a pre-qualified listing of qualified resources for these on-call services. Inclusion on the AGREEMENT list does not guarantee an award of any particular project or minimum dollar amount.
- 2.4. No specific projects have been identified at the time of the development of this RFQ.

3.0 CALENDAR OF EVENTS

- | | | |
|------|--------------------------------------|--|
| 3.1. | Release RFP | Friday, April 14, 2023 |
| 3.2. | Deadline for Written Questions | 3:00 p.m., PST, Thursday, April 20, 2023 |
| 3.3. | Posted Response to Written Questions | 5:00 p.m., PST, Monday, May 1, 2023 |
| 3.4. | Proposal Package Submittal Deadline | 3:00 p.m., PST, Friday, May 12, 2023 |
| 3.5. | Estimated Notification of Selection | May 2023 |
| 3.6. | Estimated AGREEMENT Date | June 15, 2023 |

This schedule is subject to change as necessary.

- 3.7. **FUTURE ADDENDA:** CONTRACTOR(s), who received notification of this solicitation by means other than through a County 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 THE CONTRACTOR(S) SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND 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 are 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 for the County: **Maribel Zendejas**
Management Analyst II
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Phone: (831) 755-5304
Email: zendejas@co.monterey.ca.us

- 4.2. All questions regarding this solicitation shall be submitted in writing (E-Mail is acceptable and encouraged). When submitting questions, please identify the RFQ # 10887 to which the question pertains. Questions will be researched, and answers will be posted on County’s Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-a-h/administrative->

[office/contracts-purchasing/solicitation-center](#) by the 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(s) 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(s).**

5.0 SCOPE OF WORK

- 5.1. **CONTRACTOR's Minimum Work Performance Percentage:** CONTRACTOR shall perform with their own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT not to exceed sum. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.
- 5.2. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for incidental to the performance of work, as set forth below:
 - 5.2.1 Grease trap and sewer lift station pumping to vacuum and dispose of wastewater and sludge.
 - 5.2.2 Water jetting to clean grease traps, sewer lines, sewer lift stations and storm water infrastructure.
 - 5.2.3 Storm drain pumping and storm drain and culvert jetting
 - 5.2.4 Video inspection of sewer lines, storm drains and storm water lines at County facilities or in the County Right of Way.
- 5.3. CONTRACTOR shall provide County with two (2) printed copies of all video inspection reports and two (2) electronic copies of all video inspections.
- 5.4. CONTRACTOR shall provide services as requested by an authorized County employee.
 - 5.4.1 Services may include the use of a video truck, vacuum truck, and/or jetting truck as appropriate.
- 5.5. CONTRACTOR shall provide emergency services as requested, twenty-four (24) hours a day, seven (7) days a week.
 - 5.5.1 CONTRACTOR shall respond to emergency service requests within four (4) hours of order placement by County and may be required during evenings, weekends, and

holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

- 5.5.2 CONTRACTOR shall provide the name and contact information of a representative who shall be available twenty-four (24) hours a day, seven (7) days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis.

5.6 COVID-19

Please be advised that *all CONTRACTOR(s)* selected to provide essential services and any persons/entities authorized by said CONTRACTOR(s) to visit County work sites must comply with required COVID-19 health and safety measures including implementation of a COVID-19 prevention plan. Key business practices shall include physical distancing to the maximum extent possible, use of face coverings, frequent handwashing and regular cleaning and disinfecting, and training employees on these and other elements of their COVID-19 prevention plan. Prospective bidders are advised to review the County COVID-19 website for County, State and Federal requirements, guidance, and adhere to best practices 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 AGREEMENT TERM

- 6.1. The term of the AGREEMENT(s) will be for a period of five (5) years. The AGREEMENT shall continue to cover the term of on-call services for projects which were issued a notice to proceed until the services in relation to those projects have been completed. Accordingly, all Delivery Orders for on-call services must be issued but need not necessarily be completed within five (5) years of the start date of the AGREEMENT to allow for completion.
- 6.1.1. County is not required to state a reason if it elects not to renew.
- 6.2. If the AGREEMENT includes options for renewal or extension, **CONTRACTOR(s) must commence negotiations for any desired rate changes a minimum of ninety (90) days prior to the expiration of the AGREEMENT.**
- 6.2.1. Both parties shall agree upon rate changes in writing.
- 6.3. The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30)-day written notice, or immediately, with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

Interested firms must meet ALL of the following licensing and security requirements in order to be considered by County:

- 7.1. CONTRACTOR shall ensure that the insurance and required licenses under both the State and local jurisdictions are current during the full term of the AGREEMENT.
- 7.2. CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within the County facilities that are deemed restricted or high security.

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/or services. The proposal 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. Proposal packages shall include, at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal/Qualifications Layout</u> Organize and Number Sections as Follows:	
Section 1	COVER LETTER (including firm information and contact information)
	SIGNATURE PAGE
	SIGNED ADDENDA (if any)
	TABLE OF CONTENTS
Section 2	PROPOSED APPROACH (to meet the services described in Section 5.0, Scope of Work)
Section 3	PROJECT EXPERIENCE, REFERENCES AND VIOLATIONS (ATTACHMENT A)
Section 4	EQUIPMENT LIST AND PRICING SCHEDULE (ATTACHMENT B)
Section 5	SAMPLE OF PREVIOUS WORK/EXPERIENCE (ATTACHMENT C)
Section 6	EXCEPTIONS
Section 7	ENVIROMENTALLY FRIENDLY PRACTICES
Section 8	LOCAL BUSINESS DECLARATION FORM (ATTACHMENT D)
Section 9	APPENDIX

Section 1, Requirements:

Cover Letter: All proposal packages must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information 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 AGREEMENT.

Contact Information: The name, address, telephone number, and email of CONTRACTOR's primary contact person during the solicitation process through to potential AGREEMENT award.

Data Universal Numbering System (DUNS) Number: Provide DUNS number issued by Dun and Bradstreet Information Services. Firm(s) must have a DUNS number.

Former Firm Name(s): If any, indicate all previous firm (or branch office) name(s) during the last five (5) years. Indicate the year that any and all corporate name change(s) were effective and the associated DUNS number. This information is used to review past performance on Federal contracts.

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

Name of Case
Case Number
Date Filed
Court in which Filed
Judgment or Result
Date of Judgment or Result

Signed Signature Page and Signed Addenda (if any Addenda were released for this solicitation). Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. 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 package.

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Section 2, Proposed Approach for Meeting the Services Requested by County described in Section 5.0 of the RFP:

An implementation plan that describes in detail

- (i) manner in which your firm intends to provide adequate staffing, and equipment or other resources to be provided;
- (ii) identify subcontractors, if any, your firm proposes to use to provide the services as outlined in this RFP #10887; and
- (iii) any other project 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, Project Experience, References and Violations (Attachment A):

Project Experience and References: CONTRACTOR shall describe its demonstrated capability, including length of time it has provided the services requested in this solicitation.

CONTRACTOR shall provide three (3) similar projects in **ATTACHMENT A – PROJECT EXPERIENCE/REFERENCES** for which it provided similar services as described in Section 5.0, Scope of Work (preferably California State or local government agencies) within the last five (5) years. Information provided should demonstrate work experience with on-call services for projects of various sizes and scope; and governmental agency work experience. Examples should demonstrate that CONTRACTOR has the capacity and expertise to meet previous customer’s needs, and should include at a minimum: (see section 9.3, Scoring Criteria)

1. Client Name and Contact Information
2. Project Name (if applicable)
3. Brief Project Description
4. Project Start and End Dates
5. Project Details should include the following:
 - Size (i.e., number of parcels/miles/square feet)
 - Type(s) of services provided
 - Name of General Contractor on Project

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 those issued by CAL-OSHA) received by CONTRACTOR, or any business organization owned or operated by CONTRACTOR, or any business organization which owns or operates as CONTRACTOR, from any public agency for the last five (5) years.

Section 4, Equipment List and Pricing Schedule (Attachment B):

CONTRACTOR shall submit **ATTACHMENT B – EQUIPMENT LIST AND PRICING SCHEDULE**, attached hereto. Pricing shall include the number of units available by type and capacity of each truck in the CONTRACTOR’s fleet.

Specifications shall include at a minimum the following information about each truck:

Hydro-Jetting Trucks:

Make
Model
Year
Tank Capacity
Jet Pump GPM and PSI
Hose Diameter and Length

Sewer/Hydro Pumping Trucks:

Make
Model
Year
Tank Capacity

Pricing shall clearly state rates for each truck for fixed charges, unloading fees and hourly rates for video-taking, pumping, jetting, hauling, and discharging waster/water. Clearly define any overtime rates and when they will apply.

Sales Tax Rates as per current California State Board of Equalization City and County Sales Tax Rates.

There shall be no travel reimbursement allowed under the AGREEMENT.

Section 5, Sample of Previous Work/Experience (Attachment C)

CONTRACTOR shall submit ATTACHMENT C – SAMPLE OF PREVIOUS WORK EXPERIENCE, attached hereto.

Section 6, Environmentally Friendly Practices

CONTRACTOR shall summarize all environmentally friendly practices to which it adheres while doing business as relevant to the County’s Climate-Friendly Purchasing Policy: <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies>.

CONTRACTOR shall indicate whether it is a ‘Green Certified’ business and state which governing authority administered the certification.

Section 7, Local Business Declaration Form (Attachment D):

CONTRACTOR shall declare whether or not it is a local business in accordance with the County of Monterey’s Local Business Preference Policy.

Section 8, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify at the top of each page with “EXCEPTION TO COUNTY RFQ #10887”. Each exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate 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.

8.2. **ADDITIONAL REQUIREMENTS:** To be considered “responsive”, submitted proposal or qualifications packages shall adhere to the following:

- 8.2.1. Three (3) sets of the proposal or qualifications package (one [1] original proposal marked “Original” plus two [2] copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the submitting company name and reference to “RFQ #10887”. In addition, submit one (1) electronic version (preferable as a PDF file) of the entire proposal or qualifications 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 8 ½ x 11 paper, preferably bound with front and back covers. Foldout 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 or qualifications package. CONTRACTOR may make corrections and late changes through strikeout 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 package**. Proposal packages submitted without that page will be deemed non-responsive. Proposal package signature must be manual, in BLUE ink, and included with the original copy of the proposal package. Photocopies of the Signature Page may be inserted into the remaining three (3) proposal package copies. All prices and notations must be typed or written in BLUE ink in the original proposal package 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 package.

- 8.3. **CONFIDENTIAL, PROPRIETARY, TRADE SECRET INFORMATION:** Confidential, Proprietary, or Trade Secret Information: Proposal Packages submitted in response to this RFP 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 proposal package so marked. Proposal packages submitted in response to this RFP 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTORS are advised to consider, when deciding what information to include in their submitted proposal 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 RFP or any proposal package, including, but not limited to, evaluations, proposals, or any other information or records. In submitting the information and documents, the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR’s responding to this RFP acknowledge that the decision whether to assert any such exemption will be made in the County’s sole discretion. Submission by an interested CONTRACTOR 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 proposal packages received by County in response to this RFP 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 RFP, CONTRACTORS acknowledge and agree to terms of this Section 8.3.

9.0 SELECTION CRITERIA

- 9.1. The selection of CONTRACTOR and subsequent AGREEMENT award(s) will be based on the criteria contained in this solicitation, as demonstrated in the submitted proposal package. CONTRACTOR should submit sufficient information for County to easily

evaluate proposal packages with respect to the selection criteria. The absence of required information may cause the proposal package to be deemed non-responsive and may be cause for rejection. County may decide to conduct interviews and contact references during the selection process.

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

- 9.2.1. CONTRACTOR's demonstrated understanding of the services as described within this RFP #10887, quality and thoroughness of the proposal package.
- 9.2.2. CONTRACTOR's ability to mobilize to County projects in a timely manner.
- 9.2.3. CONTRACTOR's demonstrated related project experience, previous governmental agency work, including on-call contract work.
- 9.2.4. CONTRACTOR's record of safety and regulatory compliance.
- 9.2.5. CONTRACTOR's demonstrated ability to perform on site work safely and efficiently for similar clients.
- 9.2.6. Ability of CONTRACTOR to provide services throughout the entire County, including ability to respond timely to emergencies.
- 9.2.7. CONTRACTOR's history of reliable, prompt, and thorough services.
- 9.2.8. Ability of CONTRACTOR to provide services at competitive rates.
- 9.2.9. CONTRACTOR's compliance with all County requirements, including insurance and indemnification requirements, as detailed within RFP #10887 and in the SAMPLE AGREEMENT.
- 9.2.10. CONTRACTOR's sustained industry reputation for customer satisfaction in quality of service, in resolving service problems, and providing customer support as necessary.

- 9.3. In an effort to select the highest quality services for the County at the best possible value, all proposal packages will be evaluated on their ability to provide services listed under Section 5.0, Scope of Work.

9.3.1. The scoring criteria includes the following: **(100 points total)**

Scoring Criteria	Maximum Possible Score
Methodology	Point 0-10
Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution services.	
Equipment List and Pricing Schedule (Attachment B)	Points 0-25
Cost to the County for the primary services described in RFP.	
Qualifications and Experience	Points 0-20
Firm's qualifications and experience, including capability and experience of key personnel and experience with other public/private agencies to provide the services listed herein; and history of successfully managing other contracts with public/private agencies.	
Client References	Points 0-20
Provide three (3) clients that were under contract (for services described in Section 5.0, Scope of Work) within the past five years.	
Local Business Declaration Form (Attachment D)	Points 0-25
Provide supporting documentation to show qualifications.	
Total Possible Points	100

- 9.4. AGREEMENT award(s) will not be based on cost alone.
- 9.5. To the extent of personnel and equipment to be provided under this AGREEMENT, CONTRACTOR, if so requested, shall afford County an opportunity to inspect CONTRACTOR's equipment and additional proposed team information prior to award of the AGREEMENT.
- 9.6. The award(s) resulting from this RFP will be made to CONTRACTOR(s) that submit a response that, in the sole opinion of County, best serves the overall interest of County.
- 9.7. The award(s) made from this RFP may be subject to approval by County Board of Supervisors.

10.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 10.1. Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER THE FOLLOWING INFORMATION :

RFP #10887 On-Call Grease Trap and Sewer Lift Station Pumping, Water Jetting and Video Inspection of Sewer Lines, Storm Drains and Culverts at Various Locations throughout the County of Monterey

PRIMARY CONTACT FOR COUNTY NAME: Maribel Zendejas (as shown in Section 4.1)

CONTRACTOR's FIRM 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 CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposal packages received after the deadline shall be rejected and returned unopened.

10.3.1 **Carrier**: If the proposal package is to be delivered via carrier, the carrier tracking number for the package shall be e-mailed to the Primary Contact for the County listed in Section 4.1 of this solicitation prior to the submittal deadline. This will verify the proposal was received on time..

10.3.2 **In person**: If the proposal package is to be delivered in person by the CONTRACTOR or by the CONTRACTOR's representative or agent, a confirmation of receipt shall be requested by the CONTRACTOR or by the CONTRACTOR's representative or agent to confirm the proposal package meets the submittal deadline.

- 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: Proposal packages are subject to acceptance at any time within ninety (90) days after opening. County reserves the right to reject any and 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 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: If applicable to the specific project scope, the items proposed shall conform to all applicable requirements of the CAL-OSHA Act of 1973.

11.0 PRICING

- 11.1. CONTRACTOR(s) will complete **ATTACHMENT B – EQUIPMENT LIST AND PRICING SCHEDULE** for the provision of services as outlined within this RFP.
- 11.2. CONTRACTOR prices stated in **ATTACHMENT B - EQUIPMENT LIST AND PRICING SCHEDULE** shall be effective from the date the proposal package is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3. Prior to the start of each project (any on-call services), County and CONTRACTOR(s) will mutually agree upon the budget for the project.
 - 11.3.1. County will provide a defined scope.
 - 11.3.2. Pricing may be based upon an hourly rate or by the project, based upon the direction of the County Department.
 - 11.3.3. Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.4. Invoicing by CONTRACTOR(s) will clearly itemize, to show labor hours, material, direct costs, any mark-up, and shall include but is not limited to, the following:
 - 11.4.1. County Department receiving services.
 - 11.4.2. Multi-Year Agreement (MYA) number.
 - 11.4.3. Delivery Order (DO) number under which the invoice is to be charged.
 - 11.4.4. Project name and/or location of services provided.
 - 11.4.5. Date(s) of services.
- 11.5. Proposal package should include any early payment discounts and/or incentives offered.

12.0 AGREEMENT AWARD

- 12.1. No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 12.2. Board of Supervisors: The award(s) made from this solicitation may be subject to approval by County Board of Supervisors.
- 12.3. Interview: County reserves the right to interview selected CONTRACTOR(s) before an AGREEMENT is awarded. The costs of attending any interview are the CONTRACTOR's responsibility.
- 12.4. Incurred Costs: County is not liable for any costs 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 CONTRACTOR(s) that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

13.0 PREVAILING WAGE

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFQ may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/public-works/prevailing-wage.html>.

14.0 SEQUENTIAL AGREEMENT NEGOTIATION

County will pursue AGREEMENT negotiations with CONTRACTOR who submit(s) 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 AGREEMENT negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue AGREEMENT 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.

15.0 AGREEMENT TERMS AND CONDITIONS

- 15.1. CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested services. The AGREEMENT shall be written by County in a standard format approved by the Office of the County Counsel, similar to the County of Monterey Standard Agreement referenced in Section 20.0 “**SAMPLE AGREEMENT SECTION**” below. Submission of a signed bid/proposal package 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 Section 20.0 below and at <https://www.co.monterey.ca.us/home/showpublisheddocument/105034/637666076399230000> . 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 package.

16.0 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.

17.0 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 CONTRACTOR that are submitted as part of the submittal will become the property of County when received by 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. County will not disclose proprietary information to the public, unless required by law; however, County cannot guarantee that such information will be held confidential. As a California government entity, 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.

18.0 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.

19.0 PREFERENCE FOR LOCAL CONTRACTORS

- 19.1. General Requirements: Each local supplier funded in whole or in part by County funds, or funds which County expends or administers, shall be eligible for a local preference as provided in this section.
- 19.2. Rights of First Refusal: Each local supplier who is within five percent (5%) of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five percent (5%) of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the AGREEMENT.
- 19.3. The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded pursuant to RFQs or requests for quotations, the awarding authority may consider, as one (1) of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.
- 19.4. Definitions: For the purpose of this section, the following terms have the meanings indicated:
 - 19.4.1. "Area" means Monterey County, San Benito County, and Santa Cruz County.
 - 19.4.2. "Bid" includes any competitive bid, whether formal or informal.
 - 19.4.3. "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.

19.4.4. "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

19.4.5. "Local Vendor" means a Vendor for which all of the following criteria apply:

19.4.5.1. Vendor 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 (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as "Area";

19.4.5.2. Vendor employs at least one (1) full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the "Area";

19.4.5.3. Vendor's business must have been in existence, in Vendor's name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County;

19.4.5.4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and

19.4.5.5. If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor's 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".

19.5. Link to County's Local Preference Policy:

<https://www.co.monterey.ca.us/home/showdocument?id=22313>

20.0 SAMPLE AGREEMENT SECTION

The County 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:

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

ATTACHMENTS/EXHIBITS

ATTACHMENT A: PROJECT EXPERIENCE/REFERENCES

- Please submit three (3) references from clients for whom your firm provided similar services as described in Section 5.0, Scope of Work (preferably California State or local government agencies) in the previous five (5) years. Please include, at a minimum, the following information (See section 9.3, Scoring Criteria):
 - **Client Name and Contact Information**
Please include project manager name, address, phone number, and e-mail address.
 - **Project Name (if applicable)**
 - **Project Description**
 - **Project Start and End Dates**
 - **Project Details**
Please include significant issues and challenges, your firm's performance in providing services on schedule and within budget, and any other information considered to be relevant in evaluation of your firm's performance.

– *End of Attachment A* –

ATTACHMENT B: EQUIPMENT LIST AND PRICING SCHEDULE

Equipment/Operator/ Mobilization <i>(List Below)</i>	Hourly Rate(s) <i>(List annual changes, if any, for the initial five (5) year term)</i>				
	Year 1	Year 2	Year 3	Year 4	Year 5
Subcontractor(s) at Cost plus Markup _____ %					
Equipment at Cost plus Markup _____ %					

Reimbursable Items to be Billed <i>(List Below)</i>	Estimated Cost Bills <i>(Markup shall not exceed ten percent (10%))</i>	
	Total Cost (if applicable at the time of RFP)	% Markup Calculated

– End of Attachment B –

ATTACHMENT C: SAMPLE OF PREVIOUS WORK EXPERIENCE

(CONTRACTOR to Provide Examples of Previous Work within this Section)

ATTACHMENT D: 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 to 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=22313>.

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 (3) 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 [1] 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 (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) 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 fifty percent (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 (1) of the three (3) 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 D* –

SIGNATURE PAGE

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS

RFP #10887
ISSUE DATE: April 14, 2023



RFP TITLE: Grease Trap and Sewer Lift Station Pumping, Water Jetting and Video Inspection of Sewer Lines at Various Locations throughout the County of Monterey

PROPOSALS OR QUALIFICATIONS PACKAGES ARE DUE TO THE DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS BY 3:00 P.M., PACIFIC STANDARD TIME (PST), ON MAY 12, 2023

MAILING ADDRESS:
COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS,
FACILITIES AND PARKS
1441 SCHILLING PLACE, SOUTH 2nd FLOOR
SALINAS, CALIFORNIA 93901-4527

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO:
Maribel Zendejas, zendejasm@co.monterey.ca.us, (831) 755-5304

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL PACKAGE (one [1] original plus two [2] copies):

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 package.

Proposal packages 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 PACKAGE

I hereby agree to furnish the articles and/or services stipulated in my proposal or qualifications package at the price quoted, subject to the instructions and conditions in the RFP. 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: (_____) _____

E-Mail: _____

License No. (If applicable): _____

License Classification (If applicable): _____