



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

## **REQUEST FOR QUALIFICATIONS #10882**

**For  
ON-CALL RENTAL OF FULLY OPERATED, FUELED AND  
MAINTAINED ASPHALT GRINDING AND PAVING  
MACHINES AT VARIOUS LOCATIONS WITHIN MONTEREY  
COUNTY, CALIFORNIA**

**FOR THE  
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS**

**Qualification packages are due by 3:00 p.m. (PST)  
Thursday, February 16, 2023**

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

DocuSigned by:  
*Mary Grace Perry*  
A1933820E717442...  
Mary Grace Perry  
Deputy County Counsel

Date: 1/10/2023 | 8:54 AM PST

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**SOLICITATION DETAILS SECTION**

## 1.0 INTENT

- 1.1. The County of Monterey Department of Public Works, Facilities and Parks (PWWP), hereinafter referred to as “County”, is soliciting qualification packages from qualified organization(s), hereinafter referred to as “CONTRACTOR(s)”, to provide on-call rental of fully operated, fueled and maintained asphalt grinding and paving machines at various locations within Monterey County, California for various projects located in Monterey County, California as outlined within Section 5.0, Scope of Work.
- 1.2. The scope of work shall include, in general, on-call rental of fully operated, fueled and maintained asphalt grinding and paving machines typically required for projects in the public sector.
- 1.3. 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 rental of fully operated, fueled and maintained asphalt grinding and paving machines for a variety of County projects. The County builds and administers public improvement and maintenance projects involving roads, curbs, gutters, sidewalks, curb ramps, retaining walls, barriers, drainage system (culverts, headwalls and storm drains), bicycle paths, and structures (buildings and bridges). Projects are spread over the entire County geographic limits.
- 2.3. This Request for Qualifications (RFQ) #10882 is structured to allow 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 on-call rental of fully operated, fueled and maintained asphalt grinding and paving machines as needed for local projects. 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 RFQ                               | Thursday, January 12, 2023        |
| 3.2. | Deadline for Written Questions            | 3:00 p.m., PST, January 26, 2023  |
| 3.3. | Posted Response to Written Questions      | February 1, 2023                  |
| 3.4. | Qualifications Package Submittal Deadline | 3:00 p.m., PST, February 16, 2023 |
| 3.5. | Estimated Notification of Selection       | March 2023                        |
| 3.6. | Estimated AGREEMENT Date                  | April 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 RFQ** 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-i-z/public-works-facilities-parks/public-works/projects-out-to-bid>. 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: **Janie Bettencourt**  
**Management Analyst II**  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Phone: (831) 755-5184  
E-Mail: [bettencourtj@co.monterey.ca.us](mailto:bettencourtj@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 # 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. **Rental of Fully Operated, Fueled and Maintained Asphalt Grinding and Paving Machines:** CONTRACTOR shall provide services, equipment and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

The scope of work includes in general, providing on-call rental of fully operated, fueled and maintained asphalt grinding and paving machines as directed by the County's PWFPP for maintenance projects on roadways and property throughout the County.

- CONTRACTOR shall have extensive experience and knowledge of Caltrans Standards and Specifications regarding grinding and asphalt removal and installation.
- CONTRACTOR shall be responsible for transporting the equipment to and from the worksite in conformance with the fees provided in Attachment B - Equipment List and Pricing Schedule.
- Rental rates shall not include permits, bonds, state or local taxes.
- County projects include asphalt grinding and paving in areas with four (4) foot widths. CONTRACTOR shall provide equipment and operator to complete asphalt grinding and paving work in these areas.
- County shall provide and retain all materials including ground asphalt.
- The operation of the asphalt paving machine requires payment of prevailing wages to all workers employed under this AGREEMENT on public work projects as defined in Labor Code Section 1771 and as indicated in Section 13.0 of this RFQ.

- CONTRACTOR shall not be responsible for grinding areas inaccessible to the machines, chipping, handwork, cutback tapers, grinding of Portland Cement Concrete (PCC), and placement and maintenance of “Uneven Pavement” signage.
- Daily rental rates include one (1) complete set of teeth for the asphalt grinding machine. Additional teeth will be provided on an as-needed basis with the approval and at the expense of the County. The per tooth replacement rate shall be included in the Pricing Schedule.
- County shall perform all work incidental to equipment rental.
- County shall provide all pre-notifications, signage and traffic control.
- County shall provide USA notification and markings prior to starting work.
- County shall provide water source, water truck and water meter if necessary.
- County shall be responsible for damage to asphalt paving machine caused by unmarked subsurface obstacles (i.e., water valves, manholes buried steel or iron).
- County shall notify CONTRACTOR within 48 hours of any potential back charges.

5.2.1 **Specific requirements include, but are not limited to the following:**

5.2.1.1 Services shall be provided on an on-call basis. County will contact the CONTRACTOR and request services related to an individual task and/or project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost.

5.2.1.2 The exact scope for rental of fully operated, fueled, and maintained asphalt grinding and paving machines will be determined prior to a notice to proceed for a specific task and/or project. County may negotiate the scope and cost of the proposal prior to issuance of the notice to proceed. County has the right to reject any submitted proposal.

5.2.1.3 CONTRACTOR(s) shall advocate for the County and ensure the project produced is in the best interest of the County. CONTRACTOR(s) shall deliver products on or ahead of the required schedule and within budget.

5.2.1.4 All work shall be performed in conformance with all applicable County, State and Federal laws relevant to the specific project scope.

5.3 CONTRACTOR must have experience with Caltrans Standard Plans and Specifications and shall adhere to the latest standards, as they may be revised and amended from time to time.

5.4 **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 three (3) years with the option to extend the AGREEMENT(s) for two (2) additional one (1) year period(s), for a total maximum term of five (5) years, except that 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 QUALIFICATION REQUIREMENTS

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

- 7.1. CONTRACTOR shall have a minimum of five (5) years of experience providing on-call rental of fully operated, fueled and maintained asphalt grinding and paving machines in the public sector. Experience shall be in the State of California.
- 7.2. CONTRACTOR shall have under its employment or as subcontractor registered professionals who possess applicable State of California licenses or other equivalent licenses, registrations or certificates in the particular discipline of interest. The required applicable licenses, registrations or certificates will depend on the specific project scope.
- 7.3. CONTRACTOR's operator(s) shall have a minimum of five (5) years of experience specializing in the State of California or Caltrans spec projects and extensive experience working with the local, state and national regulatory agencies, including but not limited to: California Environmental Protection Agency (CalEPA), United States Environmental

Protection Agency (USEPA), and California Occupational Safety and Health Administration (CAL-OSHA).

- 7.4. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations for the scope.

## 8.0 PROPOSAL/QUALIFICATIONS 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 or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal or qualifications package shall be the same as those identified in the table. Proposal or qualifications packages shall include, at a minimum, but not limited to, the following information in the format indicated:

<b><u>Proposal/Qualifications Layout</u></b> <b>Organize and Number Sections as Follows:</b>	
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	PRE-QUALIFICATIONS/LICENSING REQUIREMENTS
Section 4	PROJECT EXPERIENCE AND REFERENCES ( <b>ATTACHMENT A</b> )
Section 5	TECHNICAL ASPECTS OF PROPOSAL
Section 6	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 7	EQUIPMENT LIST AND PRICING SCHEDULE ( <b>ATTACHMENT B</b> )
Section 8	STATEMENT TO SERVICE ENTIRE COUNTY
Section 9	LOCAL BUSINESS DECLARATION FORM ( <b>ATTACHMENT C</b> )
Section 10	EXCEPTIONS
Section 11	APPENDIX

### **Section 1, Requirements:**

**Cover Letter:** All proposal or qualifications 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 or qualifications 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 or qualifications package.

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

- 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 RFQ #10882;
  - (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, Pre-Qualifications/Licensing Requirements:**

**Pre-Qualifications:** 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 on page 24 of this RFQ.

**Licensing Requirements:** CONTRACTOR must acknowledge, in writing, its compliance with all laws governing the services as described within RFQ #10882 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 RFQ #10882.

### **Section 4, Project Experience and References (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 fully operated, fueled, and maintained asphalt grinding and paving machine rental services for projects of various sizes and scope; and governmental agency work experience; Examples should demonstrate that CONTRACTOR had 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 5, Technical Aspects:**

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal or qualifications package is inclusive of all elements necessary to complete the services being requested within this RFQ.

**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, Equipment List and Pricing Schedule (Attachment B):**

CONTRACTOR shall provide a complete list of rental equipment and pricing list including equipment rental rates, proposed subcontractors (if any), all applicable labor rates and mobilization (in and out) costs.

**Section 8, Statement to Service Entire County:**

Include a statement acknowledging that CONTRACTOR can service all locations or stipulate which of the following locations CONTRACTOR cannot provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County past the San Luis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

**Section 9, Local Business Declaration Form (Attachment C):**

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

**Section 10, 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 #10882". 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 RFQ or AGREEMENT.

**Section 11, Appendix:**

**Appendix:** CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications 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 #10882”. 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 or qualifications 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 or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal or qualifications package**. Proposal or qualifications packages submitted without that page will be deemed non-responsive. Proposal or qualifications package signature must be manual, in BLUE ink, and included with the original copy of the proposal or qualifications package. Photocopies of the Signature Page may be inserted into the remaining three (3) proposal or qualifications package copies. All prices and notations must be typed or written in BLUE ink in the original proposal or qualifications 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 or qualifications package.

- 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 this Section 15.1.

## **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 or

qualifications package. CONTRACTOR should submit sufficient information for County to easily evaluate proposal or qualifications packages with respect to the selection criteria. The absence of required information may cause the proposal or qualifications 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 RFQ #10882, quality and thoroughness of the proposal or qualifications 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 RFQ #10882 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 or qualification 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)**

<b>Scoring Criteria</b>	<b>Maximum Possible Score</b>
<b>Required Qualifications</b>	<b>Pass/Fail</b>
Contractor has experience with Caltrans Standards and Specifications.	
Contractor has experience performing work with public agency.	
<b>Project Experience</b>	<b>Points 0-25</b>
List/describe three (3) similar projects in which the 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.	
<b>Client References</b>	<b>Points 0-15</b>
Provide three (3) clients that were under contract (services as described in Section 5.0, Scope of Work) in the previous five (5) years.	
<b>Environmentally Friendly Business Practices</b>	<b>Points 0-5</b>
Environmentally Friendly Business Practices and Green Business Certification as described (one [1] page limit).	
<b>Equipment List and Pricing Schedule (Attachment B)</b>	<b>Points 0-30</b>
Cost to the County for the primary services described herein.	
<b>Local Business Declaration Form (Attachment C)</b>	<b>Points 0-25</b>
<b>Total Possible Points – 100</b>	

- 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 RFQ 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 RFQ 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 QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER THE FOLLOWING INFORMATION :

**RFQ #10882 On-Call Rental of Fully Operated, Fueled and Maintained Asphalt Grinding and Paving Machines**

**PRIMARY CONTACT FOR COUNTY NAME: Janie Bettencourt** (as shown in Section 4.1)

**CONTRACTOR's FIRM NAME**

- 10.2. Mailing Address: Proposal or qualifications packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 10.3. Due Date: Proposal or qualifications 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 or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposal or qualifications packages received after the deadline shall be rejected and returned unopened.

10.3.1 **Carrier**: If the proposal or qualifications 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 or qualifications 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 or qualifications 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 or qualifications packages are subject to acceptance at any time within ninety (90) days after opening. County reserves the right to reject any and all proposal or qualifications packages, or part of any proposal or qualifications 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 or qualifications 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 or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.
- 10.7. Compliance: Proposal or qualifications 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 RFQ.
- 11.2. CONTRACTOR prices stated in **ATTACHMENT B - EQUIPMENT LIST AND PRICING SCHEDULE** shall be effective from the date the proposal or qualifications 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 user 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 or qualifications 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 or qualifications 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 or qualifications 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 or qualifications 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 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";

19.4.5.2. Vendor employs at least one 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 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**

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

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

– End of Attachment B –

**ATTACHMENT C: 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 C –*

**SIGNATURE PAGE**

COUNTY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS

**RFQ #10882**  
ISSUE DATE: January 12, 2023



RFQ TITLE: On-Call Rental of Fully Operated, Fueled and Maintained Asphalt Grinding and Paving Machines

PROPOSALS OR QUALIFICATIONS PACKAGES ARE DUE AT THE DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS BY 3:00 P.M., PACIFIC STANDARD TIME (PST), ON THURSDAY, FEBRUARY 16, 2023

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

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO:  
Janie Bettencourt, [bettencourtj@co.monterey.ca.us](mailto:bettencourtj@co.monterey.ca.us), (831) 755-5184

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL OR QUALIFICATIONS PACKAGE (one [1] original plus three [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 or qualifications package.

**Proposal or qualifications 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 OR QUALIFICATIONS 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 RFQ. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal or qualifications package.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

License No. (If applicable): \_\_\_\_\_

License Classification (If applicable): \_\_\_\_\_