



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

---

# **REQUEST FOR PROPOSALS #10870**

**For  
ON-CALL PLUMBING REPAIR AND  
MAINTENANCE SERVICES FOR COUNTY  
FACILITIES**

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

**Qualification packages are due by 3:00 p.m. (PST) on August 19, 2022**

Approved as to Form

\_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date: \_\_\_\_\_

**(THIS PAGE INTENTIONALLY LEFT BLANK)**

## TABLE OF CONTENTS:

<b>SOLICITATION DETAILS SECTION</b> .....	4
1.0 INTENT .....	5
2.0 BACKGROUND .....	5
<b>3.0 CALENDAR OF EVENTS</b> .....	6
<b>4.0 COUNTY POINT OF CONTACT</b> .....	6
5.0 SCOPE OF WORK.....	7
6.0 CONTRACT TERM.....	9
7.0 LICENSING/SECURITY REQUIREMENTS .....	10
<b>8.0 PROPOSAL PACKAGE REQUIREMENTS</b> .....	10
<b>9.0 SELECTION CRITERIA</b> .....	15
<b>10.0 SUBMITTAL INSTRUCTIONS &amp; CONDITIONS</b> .....	16
<b>11.0 PRICING</b> .....	17
<b>12.0 PREFERENCE FOR LOCAL CONTRACTORS</b> .....	18
<b>13.0 CONTRACT AWARD</b> .....	19
<b>14.0 PREVAILING WAGE</b> .....	20
<b>15.0 SEQUENTIAL CONTRACT NEGOTIATION</b> .....	20
<b>16.0 AGREEMENT TERMS AND CONDITIONS</b> .....	20
<b>17.0 COLLUSION</b> .....	21
<b>18.0 RIGHTS TO PERTINENT MATERIALS</b> .....	21
<b>19.0 PIGGYBACK CLAUSE</b> .....	21
<b>EXHIBITS/ATTACHMENTS AND SIGNATURE PAGE</b> .....	23
<b>ATTACHMENT A: FEE SCHEDULE</b> .....	24
<b>ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM</b> .....	26
<b>SIGNATURE PAGE</b> .....	28

## **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 qualification packages from qualified organization(s), hereinafter referred to as “CONTRACTOR(s)”, to provide “On-Call” Plumbing Repair and Maintenance Services for County facilities managed by PWFP facilities located in Monterey County, California as outlined within Section 5.0, Scope of Work.
- 1.2. The County has a continuous need for on-call plumbing repair and maintenance services at County facilities. **The scope of this RFP is limited to regular, reoccurring repair and maintenance work and does not include any work which would be considered a Work of Public Improvement as defined by Labor Code Section 1720.** Per California Labor Code Sections 1720 and 1771, repair and maintenance work includes routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes, including work performed to keep, operate, and maintain publicly owned water or waste disposal systems.
- 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 is approximately 3,350 square miles. There are approximately 75 County buildings throughout Monterey County which may require services. Building and property locations include, but are not limited to, Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, San Lucas, San Ardo, Bradley and as far reaching in the South County past the San Luis Obispo County border.
- 2.2. This Request for Proposals (RFP) #10870 is structured to allow County the option to establish one (1) or multiple AGREEMENT(s). The purpose of these AGREEMENT(s) is to provide PWFP with a pre-qualified listing of qualified resources to complete repair and maintenance projects. Inclusion on the listing does not guarantee an award of any particular work or dollar amount. No specific work has been identified at the time of the development of this RFP. Repair and maintenance projects are identified and implemented by PWFP staff, by direction of the County Board of Supervisors, and at the request of departments.

THIS SPACE INTENTIONALLY LEFT BLANK

### 3.0 CALENDAR OF EVENTS

- |      |  |                                 |
|------|--|---------------------------------|
| 3.1. | Issue RFP                                | Thursday, July 21, 2022         |
| 3.2. | Deadline for Written Questions           | 3:00 p.m., PST, August 5, 2022  |
| 3.3. | Deadline for Final Addendum              | August 12, 2022                 |
| 3.4. | Qualification Package Submittal Deadline | 3:00 p.m., PST, August 19, 2022 |
| 3.5. | Estimated Notification of Selection      | September 2022                  |
| 3.6. | Estimated AGREEMENT Date                 | December 2022                   |

*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: **John Snively**  
**Management Analyst III**  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, CA 93901-4527  
Phone: (831) 759-6617  
E-Mail: [snivelyjm@co.monterey.ca.us](mailto:snivelyjm@co.monterey.ca.us)

- 4.2. All questions regarding this solicitation shall be submitted in writing (E-Mail is acceptable and encouraged). Questions will be researched, and 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

The scope of work includes, but is not limited to, the following range of plumbing services:

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than Fifty Percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 5.2 Limitations on Scope of Work to Non-Works of Public Improvement  
This Scope of Work is limited to regular, reoccurring repair and maintenance work which falls under the category of routine repair and maintenance as set forth below.
  - 5.2.1 Per California Code of Regulations section 16000, which implements California Labor Code sections 1720 and 1771 related to the payment of prevailing wages upon public works, maintenance includes:

Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures.
  - 5.2.2 Any work determined by the County to be a Work of Public Improvement, requiring informal or formal bidding procedures shall not be performed under this AGREEMENT.

- 5.3 CONTRACTOR shall hold a valid California State Contractors License in the appropriate category or categories of plumbing and/or engineering.
- 5.4 CONTRACTOR shall ensure that assigned workers are qualified, at an appropriate level of trade experience commensurate to assigned jobs, and have knowledge of proper methods, related tools, and materials.
- 5.5 CONTRACTOR shall conduct assessments of necessary repairs, including alternatives, e.g., repair or replacement.
- 5.6 CONTRACTOR shall prepare a work plan for requested job, subject to approval of the County Building Maintenance Supervisor or designee.
- 5.7 CONTRACTOR shall coordinate scheduling of work with assigned County personnel.
- 5.8 CONTRACTOR shall adhere to all appropriate safety precautions and requirements needed to do the assigned job.
- 5.9 CONTRACTOR shall perform repair and maintenance work, generally described as follows:
  - 5.9.1 Repair or replace pipes, fittings, couplers, valves, fixtures, and other components related to transfer and control of water, gas, waste, or air.
  - 5.9.2 Diagnosis, repair or mitigation of flow issues such as blockage, restriction, excessive pressure, collapsed drains.
  - 5.9.3 Pressure testing controlled systems to determine presence of leakage and to ensure that appropriate levels are maintained.
  - 5.9.4 Assemble, install and repair pipes, fittings and fixtures of water, gas and waste disposal systems according to specifications and plumbing codes.
  - 5.9.5 Work with piping systems that transport liquid, gas or semisolid material.
  - 5.9.6 Install sinks, tubs and connections.
  - 5.9.7 Maintain existing plumbing systems.
  - 5.9.8 Follow blueprints if required.
  - 5.9.9 Trace troubles in current plumbing systems, open clogged drains and pipes, thaw frozen pipes, and replace worn parts.
  - 5.9.10 Connect water and drainage systems to fixtures.
- 5.10 CONTRACTOR's employees will be required to be properly identified by plumbing attire preferably with name of company on the uniforms which must be worn at all times.



- 5.11 CONTRACTOR's employees are required to pass a County background clearance check in order to work within both restricted and high security areas.
- 5.11.1 The Monterey County Sheriff's Office ("MCSO" or "Sheriff") will perform the clearance check at the County's cost.
- 5.12 CONTRACTOR's workmanship must meet all applicable building and sanitation codes, and the best standard practices of the trade.
- 5.13 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
- 5.13.1 CONTRACTOR shall ensure that work areas are appropriately contained and kept in an orderly condition.
- 5.13.2 Contractor shall ensure conformance with applicable Cal-OSHA codes while working in occupied or unoccupied facilities.
- 5.14 Any damage caused by CONTRACTOR must be repaired by CONTRACTOR in an appropriate and timely manner at CONTRACTOR's expense.
- 5.15 CONTRACTOR is expected to work hours that may vary due to the location of the work assignment. Specified work time(s) may be required.
- 5.16 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, Contractors State License Board and CAL/OSHA regulations, as applicable.
- 5.17 CONTRACTOR is to ensure that the insurance and required licenses and permits as applicable under both state and local jurisdictions are current during the full term of the AGREEMENT.

## 6.0 CONTRACT TERM

- 6.1. The term of the AGREEMENT(s) will be for a period of three (3) years with options to extend the AGREEMENT(s) for up to two (2) additional years, 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 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 extension(s) or 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-day (30) written notice, or immediately, with cause.

## **7.0 LICENSING/SECURITY REQUIREMENTS**

Interested firms must meet ALL of the following qualification requirements as applicable to general or correctional facilities in order to be considered by County:

- 7.1. CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2. CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 7.3. CONTRACTOR shall possess a current State of California issued Plumber's license.
- 7.3. CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.
- 7.3.1. A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.
- 7.3.2. CONTRACTOR is responsible for the cost of the State level criminal background check(s). Exception: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to the CONTRACTOR.
- 7.3.3. The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

## **8.0 PROPOSAL PACKAGE REQUIREMENTS**

### **8.1. CONTENT AND LAYOUT:**

- 8.1.1. CONTRACTOR should provide the information as requested and as applicable to the proposed services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be

the same as those identified in the table. Proposal packages shall include, at a minimum, but not limited to, the following information in the format indicated:

<b><u>Proposal Package Layout</u></b> <b>Organize and Number Sections as Follows:</b>	
Section 1	COVER LETTER (INCLUDING FIRM INFO AND CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED APPROACH FOR MEETING THE SERVICES DESCRIBED IN SECTION 5.0, SCOPE OF WORK
Section 3	PRE-QUALIFICATIONS/LICENSING REQUIREMENTS
Section 4	KEY STAFF, PROJECT EXPERIENCE & REFERENCES
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING ( <b>ATTACHMENT A</b> )
Section 7	STATEMENT TO SERVICE ENTIRE COUNTY
Section 8	LOCAL BUSINESS DECLARATION FORM ( <b>ATTACHMENT B</b> ) (if applicable)
Section 9	EXCEPTIONS
Section 10	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:

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

**Firm Info:** 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.

#### **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

**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.

## Table of Contents

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

CONTRACTOR must provide a narrative describing the 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 required to perform the scope of work as set forth in this RFP. Copies of current State Plumber's license can be attached in this section.

### **Section 4, Key Staff, Project Experience & References**

**Key Staff:** CONTRACTOR shall identify key positions, their qualifications, and years of experience for the service identified herein. Provide information on the number of journeymen level and trades helpers available.

**Experience & 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/contracts for which it provided similar services as described in Section 5.0 of the Scope of Work (preferably California State or local government agencies).

1. Client Name and Contact Info including telephone number and e-mail address.
2. Project Name (if applicable)
3. Brief Project Description
  - Include information about scope, schedule and record of performance;
  - Government agency work experience;

- Record of accomplishing project on schedule and budget.

**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, 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 at: <https://www.co.monterey.ca.us/government/departments-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 6, Pricing (Attachment A):**

CONTRACTOR shall complete and submit pricing as per **ATTACHMENT A – FEE SCHEDULE** and attached hereto.

If certain locations/distances in the County are to include added fees for travel time, please indicate as such in this Attachment.

All applicable tax shall be included as a separate line item.

#### **Section 7, 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, San Lucas, San Ardo, Bradley 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 Attachment A – Fee Schedule.

#### **Section 8, Local Business Declaration Form (Attachment ) (if applicable):**

CONTRACTOR shall declare whether it is a Local Business in **ATTACHMENT C – LOCAL BUSINESS DECLARATION FORM** and in accordance with the County's Local Business Preference Policy at: <https://www.co.monterey.ca.us/home/showdocument?id=22313>.

**Section 9, 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 RFP #10870”. 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 10, Appendix:**

**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 packages shall adhere to the following:

- 8.2.1. Four (4) sets of the proposal package (one [1] original proposal marked “Original” plus three [3] copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the submitting company name and reference to “RFP #10870”. In addition, submit one (1) electronic version of the entire proposal package on a USB memory stick. Additional copies may be requested by County at its discretion.
- 8.2.2. Proposal packages shall be prepared on 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 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 OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page. DO NOT mark the entire proposal package “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION.”

## 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.

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

Scoring Criteria	Maximum Possible Score
Demonstrates technical expertise in a wide range of plumbing services, with the capability to provide quality customer service and support to meet the needs of Monterey County departments.	25
Demonstrates ability to respond to emergency/rush requests	20
Ability to provide comprehensive warranty	10
Evidence of minimum five (5) years experience providing quality sales, installation, service, and support with plumbing systems for similar agencies and large facilities.	20
Pricing	20
Local Vendor	5
<b>Total Possible Points</b>	<b>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 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, STATEMENT OF QUALIFICATIONS, OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER THE FOLLOWING INFORMATION:

**RFP #10870 ON-CALL PLUMBING REPAIR AND MAINTENANCE SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS AND**

**CONTRACTOR's COMPANY NAME AND**

**THE NAME OF THE COUNTY'S PRIMARY CONTACT LISTED IN SECTION 4.0 COUNTY POINT OF CONTACT OF THIS SOLICITATION FOR THE COUNTY AS INDICATED IN SECTION 4.1 ABOVE AND SET FORTH BELOW:.**

**Primary Contact for the County: John Snively  
Management Analyst III  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Phone: (831) 759-6617  
E-Mail: snivelyjm@co.monterey.ca.us**

- 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 help the Primary Contact 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:** The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

## 11.0 PRICING

- 11.1. CONTRACTOR(s) will complete **ATTACHMENT A - FEE SCHEDULE** for the provision of services as outlined within this RFP.
- 11.2. CONTRACTOR prices stated in **ATTACHMENT A - FEE 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 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. Services provided.
  - 11.4.5. Date(s) of services.
- 11.5. Early payment discounts and/or incentives offered should be included in the proposal package on Attachment A – Fee Schedule.

## **12.0 PREFERENCE FOR LOCAL CONTRACTORS**

- 12.1. 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.
- 12.2. 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.
- 12.3. The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded to the lowest responsible bidder. For contracts awarded pursuant to RFPs 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.

12.4. Definitions: For the purpose of this section, the following terms have the meanings indicated:

12.4.1. "Area" means Monterey County, San Benito County, and Santa Cruz County.

12.4.2. "Bid" includes any competitive bid, whether formal or informal.

12.4.3. "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.

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

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

12.4.5.1. 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"; and

12.4.5.2. 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"; and

12.4.5.3. 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; and

12.4.5.4. 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

12.4.5.5. 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".

12.5. Link to County's Local Preference Policy:

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

## **13.0 CONTRACT AWARD**

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

13.2. Board of Supervisors: The award(s) made from this solicitation may be subject to approval by County Board of Supervisors.

- 13.3. 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.
- 13.4. Incurred Costs: County is not liable for any costs incurred by CONTRACTOR in response to this solicitation.
- 13.5. Notification: All CONTRACTORS who have submitted a proposal package will be notified of the final decision as soon as it has been determined.
- 13.6. 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.

## **14.0 PREVAILING WAGE**

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFP 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/prevaling-wage.html>

## **15.0 SEQUENTIAL CONTRACT NEGOTIATION**

County will pursue contract 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 contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a proposal package 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.

## **16.0 AGREEMENT TERMS AND CONDITIONS**

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by the Office of the County Counsel-Risk Manager, similar to the County of Monterey Standard Agreement referenced below. Submission of a signed 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 the sample Standard Agreement, available for viewing at the link below. County may but is not required to consider including language from any CONTRACTOR proposed AGREEMENT exceptions, and any such submission shall be included in the EXCEPTIONS SECTION of CONTRACTOR's proposal package.

**The COUNTY OF MONTEREY STANDARD AGREEMENT with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at the following link:**  
<https://www.co.monterey.ca.us/home/showpublisheddocument/105034/637666076399230000>.

## **17.0 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.

## **18.0 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.

## **19.0 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.

**EXHIBITS/ATTACHMENTS AND SIGNATURE PAGE**

## ATTACHMENT A: FEE SCHEDULE

### **Fee Schedule:**

The undersigned, having read and understood all qualification package information, hereby submits hourly rates. It is also understood that the Fee Schedule will be used by the County as a criteria to select the firm(s) for possible interviews by the Selection Committee, but that a final fee may be negotiated with the qualified firm(s) for the required services.

<b>Position/Title</b> (Indicate Below, <i>Examples in Italics</i> )	<b>Hourly Rate(s)</b> <i>Indicate annual changes, if any. Rate adjustments limited to start of Fiscal Year. Note: FYs listed below extend beyond the initial three (3) year term. Rates for remaining time in FY extending beyond the end of the Agreement term may be renegotiated at time of amendment per Section 6.2.</i>			
	<b>Contract Start – June 30, 2023</b>	<b>July 1, 2023 – June 30, 2024</b>	<b>July 1, 2024 – June 30, 2025</b>	<b>July 1, 2025 – June 30, 2026</b>
<i>Supervisor</i>				
<i>Journeyman</i>				
<i>Apprentice</i>				
<b>Subcontractor(s) at Cost plus Markup _____% (Note, indicated markup should not exceed 10%)</b>				
<b>Warranty – Indicate warranty provided on parts and labor.</b>				
<b>Pricing for parts and other non-hourly costs to be quoted as time of service request.</b>				



***– End of Attachment A –***

**ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM****COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM**

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy,” adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of “Local Vendor” as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify, in writing herein, that it meets all of the criteria listed within the policy, which can be accessed online at the following link:  
<https://www.co.monterey.ca.us/home/showdocument?id=22313>.

**“Local Vendor” is defined as follows:**

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”; **and**
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”; **and**
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; **and**
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**
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”.

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 package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

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 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 B –***

**SIGNATURE PAGE**

COUNTY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS

RFP# **10870**  
ISSUE DATE: July 21, 2022



RFP TITLE: On-Call Plumbing Repair and Maintenance Services

PROPOSALS PACKAGES ARE DUE IN THE DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS BY  
3:00 P.M., LOCAL TIME, ON August 19, 2022

If the package is to be delivered by carrier, the carrier tracking number shall be provided to the Primary Contact for the County listed in Section 4.1 of this solicitation. If the package is delivered in person, a confirmation of receipt shall be requested by the CONTRACTOR or by the CONTRACTOR's representative or agent.

**QUESTIONS ABOUT THIS RFP SHOULD BE SUBMITTED IN WRITING VIA EMAIL** and directed to the County's **Primary Contact John Snively**  
Email:snivelyjm@co.monterey.ca.us

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

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL PACKAGES (one [1] original plus three [3] 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

I hereby agree to furnish the articles and/or services stipulated in my proposal 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: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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

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