



CITY OF LAGUNA NIGUEL

**Request for Proposals
for**

**Citywide Plumbing
Maintenance and Repair Services**

July 18, 2018

**CITY OF LAGUNA NIGUEL
CITYWIDE PLUMBING MAINTENANCE AND REPAIR SERVICES
NOTICE OF REQUEST FOR PROPOSAL**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Laguna Niguel is accepting Proposals for Citywide Plumbing Maintenance and Repair Services. Proposals shall be prepared on the approved proposal forms included in the “Request for Proposal” package.

Proposals will be received at the office of the Public Works Department, City of Laguna Niguel, 30111 Crown Valley Parkway, Laguna Niguel, CA 92677 until 2:00 p.m. on Friday, August 10, 2018.

Proposers shall submit a sealed package consisting of: a signed original Proposal, identified as “Original” and three copies of the Proposal. Proposals may be delivered in person or by mail in a sealed package marked on the outside **“PROPOSAL FOR CITYWIDE PLUMBING MAINTENANCE AND REPAIR SERVICES – DO NOT OPEN WITH REGULAR MAIL”** with Bidders name and address, addressed to:

Robert Zampino
Building and Facilities Superintendent
Public Works Department
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

Late proposals shall be rejected and returned unopened without exception.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Laguna Niguel Public Works Department or online at <http://www.dir.ca.gov/dlsr>. The successful bidder and all subcontractor(s) under him shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. **No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work.** If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain

active registration with the Department of Industrial Relations for the duration of the Project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

PRE-PROPOSAL MEETING

A **mandatory pre-proposal meeting** will be held at City Hall, located at 30111 Crown Valley Parkway, Laguna Niguel, CA at 10:00 a.m. on Friday, July 27, 2018. A walk-through will be conducted and any questions or comments will be addressed at that time. All interested proposers are invited; attendance is mandatory for proposal submittal purposes. All questions or clarifications shall be submitted via email to Dorna Farhadi, Senior Management Analyst, at dfarhadi@cityoflagunaniguel.org no later than 3:00 p.m. on Tuesday, July 31, 2018. The City will respond to all written questions by issuing a written addendum no later than 5:00 p.m. on Friday, August 3, 2018.

PROPOSAL INFORMATION

Description

The purpose of this Request for Proposal (RFP) is for the City to select a qualified Contractor that is knowledgeable and experienced in all aspects of commercial and municipal plumbing, carpentry, maintenance, and troubleshooting.

Scope of Work

The City will determine the work to be performed on an as-needed, when needed basis. The Contractor (s) shall furnish all labor, equipment, materials, and supervisors to perform all services as described in **Section II, Special Provisions**.

Proposal Submittal

The City will select, as to the RFP, the lowest and most qualified Contractor to perform the work. The City reserves the right, to negotiate with the prospective contractors as to the price, terms and conditions of providing the required services and to award a contract for performance of the required services based on the negotiated price, terms and conditions. The City reserves the right to reject all bids and circulate another RFP.

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**CITY OF LAGUNA NIGUEL
CITYWIDE PLUMBING MAINTENANCE AND REPAIR SERVICES**

SPECIFICATIONS

I. GENERAL SPECIFICATIONS

A. DEFINITIONS:

Inspector: The Public Works Director or a designee will be the Inspector. This person will be in charge of inspection and administration of this contract.

B. TERM OF AGREEMENT:

This Agreement shall be for a period of two years and nine months beginning October 1, 2018 through June 30, 2021, subject to renewal administratively by two additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the City Council for contract extension. The total term of the contract shall not exceed four years and nine months. The proposed prices shall be valid for the initial two years and nine month life of the contract. A “sample” Maintenance and Services Agreement is attached to this RFP as “Exhibit G”.

C. EXECUTION OF AGREEMENT:

The Agreement (sample attached) shall be signed by the successful proposer and returned within the required insurance within ten (10) days, not including Sundays and legal holidays, after the City has provided written notice that the contract has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall be just cause, at the City’s option for annulment of the contract award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute contract, the City Council has the option to either reject all proposals or call for new proposals or acceptance of other proposals.

D. CONTROL OF WORK:

The Inspector shall decide any and all questions which may arise as to

the quality or acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the contract by the Contractor. The Inspector shall direct the inspection/administration of the work and decide questions regarding compensation.

The City Director of Public Works shall advertise, bid, receive and provide control over all insurance and bonds, and enforce or make effective such actions as necessary to insure compliance with these contract specifications.

E. DEFICIENT PERFORMANCE:

The following Liquidated Damages shall be applied to deficient performance and/or late completion:

The parties hereto agree that it is impracticable or extremely difficult to determine the actual damages to the purchaser from failure to maintain the Facilities according to the established schedule or level of care. Therefore, it is hereby established that two fifty dollars (\$250.00) will be deducted and withheld from the payments due or to become due to the Contractor for each Calendar day work is incomplete beyond the scheduled day.

The Contractor shall be responsible for closing, locking all doors, windows and cabinets, and setting alarm, etc. before leaving the site; regardless of the condition upon arrival. The sum of \$250.00 per instance shall be deducted and withheld from the payments due or become due to the Contractor.

F. PERFORMANCE STANDARDS:

Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations codes and statues Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the plumbing industry. ***It is intended that the Contractor will schedule its operations to meet or exceed these requirements.*** It is further intended that the Contractor will put forth a level of effort to provide quality maintenance and repair services for all plumbing services.

G. INSURANCE:

1.1 The Contractor shall procure and maintain for the duration of the contract insurance against claims from injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

1.2 The Contractor shall not commence any work under this contract until he has secured all insurance required by this section nor shall he allow any subcontractors to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained. In accordance with Section 3700 of the California Labor Code, the Contractor shall (i) maintain adequate worker's compensation insurance under the laws of the State of California for all labor employed by him or any subcontractor under him, or (ii) secure from the Director of Industrial Relations a certificate to self-insure such labor, when such labor comes within the protection of such worker's compensation laws.

All policies shall contain the following: (i) a provision or endorsement naming the City of Laguna Niguel and the Laguna Niguel City Council, City Council appointed Commissions, and Committees, and all City elective and appointed officers, employees, agents, consultants, as additionally named insured with respect to liabilities arising out of acts or omissions caused by negligence of the Contractor or those working under him in the performance of the contract work, (ii) a provision or endorsement holding the City of Laguna Niguel, including the City Council, Its officers, agents, consultants, and employees, harmless from any claims or damages arising from such acts or omissions and stating that the City, including the City's officers, agents, consultants, and employees, will be defended from any such claims, (iii) a provision or endorsement that such insurance is primary insurance of said additionally named insured with respect to such liabilities, and that with respect to such liabilities, any other insurance maintained by said additional insured is excess and not contributing insurance with respect to the insurance required hereunder, (iv) a provision or endorsement providing that such insurance shall not be terminated, canceled, reduced or allowed to expire except upon thirty (30) days prior written notice to the City.

Promptly upon execution of the contract and prior to commencement of any work, Contractor shall furnish the City certificates of insurance covering all policies providing the insurance required hereunder. Such certificates shall be on the form provided by City and signed on behalf of the insurer by an authorized representative thereof with his signature being

notarized.

Contractor agrees, upon written request, to furnish City with copies of all required policies, certified by an authorized representative of the insurer. All insurance issued under the provisions of this section shall be issued in the form and by insurance organizations approved by the City prior to the commencement of any work hereunder.

H. LABOR REQUIREMENTS:

- a. BACKGROUND:** All personnel engaged in the performance of this work shall be employees of the Contractor, and as such shall be warranted to possess sufficient experience and reliability to perform this work.
- b. HEALTH:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of, or presence of, alcohol or drugs on the premises or in the building.
- c. IDENTIFICATION:** All personnel shall wear uniforms, furnished by the Contractor, at all times during performance of this work. The Contractor and/or its area supervisor may wear badges in lieu of uniforms. The appearance of the uniforms and the manner, in which they are worn, shall be approved by the Inspector.
- d. SUPERVISION:** Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to *communicate effectively in both written and oral English*.
- e. TRAINING:** Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work.

Supervisors shall have been trained in supervision as well as technical training in plumbing services.

- f. NON-DISCRIMINATION:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex or

religion of such persons. Violations of this provision may result in the imposition of penalties under Section 1735 of the Labor Code.

- g. CONDUCT:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

I. RECORDS:

Contractor shall maintain an accurate record showing names of employees, classification, actual hours worked, wages paid and benefits paid to each employee.

This record shall be subject to the inspection of the Inspector and the State Division of Labor Law Enforcement in accordance with the provisions of Section 1776 of the State Labor Code.

The Contractor agrees to permit City Manager/Contract Inspector access during normal working hours to all books, accounts, records, reports, files and other papers or property of the Contractor for the purpose of auditing any aspect of performance under this contract.

J. PROTECTION AND RESTORATION:

The Contractor shall protect all furnishings and improvements from damage by its operations. All damage occurring during the Contractor's operations shall be repaired or replaced, at the option of the City at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

K. EQUIPMENT TOOLS AND SUPPLIES:

All equipment, tools, and supplies necessary to perform the required work shall be furnished by the Contractor at their sole expense.

All vehicles utilized under the scope of this contract shall meet all requirements of the California Vehicle Code.

On all vehicles utilized under scope of this contract, the Contractor shall have placards, emblems, signs, etc., attached to driver and passenger doors, which include but are not limited to the Company Name.

L. CANCELLATION:

This contract may be canceled without cause and at any time by City. To cancel the contract pursuant to this provision, City shall provide written notice to Contractor of the cancellation, and the written notice shall be provided thirty (30) days in advance of the cancellation date. Any such cancellation shall be without penalty to City. In the event of such cancellation, the Contractor shall be paid the actual amount due for work it performed up through the date of cancellation less any damages it caused to City facilities.

The Contractor may cancel this contract without cause and at any time by the Contractor providing written notice to City of the cancellation ninety (90) days in advance of the cancellation date.

M. CHANGES:

Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement between the City and the Contractor. These changes will be processed through the Public Works Director or his/her designee.

N. PRICING AND PAYMENTS:

Proposal pricing shall be submitted on a time and materials basis and as itemized on the pricing submittal page. Prices shall match those on the contractor's Proposal Cost Sheet.

O. INVOICES:

The Contractor shall submit a monthly invoice in duplicate to the Inspector at the following address: 30111 Crown Valley Parkway, Laguna Niguel, CA 92677. Invoice shall be submitted on standard company forms and shall state:

1. Invoice number
2. Invoice period
3. A brief description of work
4. Total amount requested
5. Contractor's Tax Identification

6. Location where services were provided

Payment will be made upon approval by the Building and Facilities Superintendent subject to routine processing requirements of the City.

P. RESTRICTIONS:

The Contractor shall submit a monthly invoice in duplicate to the Inspector at the following address: 30111 Crown Valley Parkway, Laguna Niguel, CA 92677. Invoice shall be submitted on standard company forms and shall state:

- a. GENERAL:** Contractors personnel shall not disturb papers on desks, open drawers of cabinets, use radios, television sets, coffee pots, stoves or refrigerators nor shall they tamper with any personal or public property.
- b. TELEPHONE:** Telephones shall not be used by the Contractor or his employee for personal or business reasons with the following exceptions:
 - Report immediately any signs of vandalism or anything of suspicious of nature to Orange County Sheriff's Department Dispatch Number (949) 770-6011.
 - Use the 911 number to report any need of medical, aid, fire, or need of law enforcement.

Any calls to numbers other than the above numbers will be considered a violation of the contract and grounds for *cancellation*.

II. SPECIAL PROVISIONS

A. BACKGROUND:

The City of Laguna Niguel is seeking (an) exceptionally well-qualified Contractor to provide plumbing maintenance and repair services at municipal facilities throughout the City. The work will include inspection, maintenance and repair services. Work will be requested by the Building and Facilities Superintendent and/or his designee.

It is the intent of these specifications to describe the service in sufficient detail in order to secure time and materials pricing on the required work. Proposed time and materials prices must be held by the Contractor(s) through June 30, 2021.

B. SCOPE OF WORK:

Work Requirements

- a. Work will be performed between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.
- b. Contractor shall maintain an adequate crew of employees to perform the service required.
- c. Contractor will be required to supply a list of equipment owned and available for work.
- d. Unit prices quoted shall include all required safety equipment owned and available for work.
- e. Unit prices for after hours or emergency work shall be for actual time spent on the job site. **No travel time will be paid.**
- f. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- g. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company.
- h. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job within the City of Laguna Niguel, if requested.
- i. Contractor agrees to require his/her employee to present a neat appearance at all times while engaged in the performance of their

duties and maintain good bearing and department towards the public. Should, for any reason, an employee be unsatisfactory in the opinion of the Director or authorized representative, the Contractor, when notified in writing, shall cause the employee to be removed from the project or job and replaced by an employee satisfactory to the Director or authorized representative.

- j. Contractor shall provide, for all projects, a supervisor/foreman, when requested, with a minimum of five (5) years of experience related to the plumbing industry. The supervisor/foreman shall remain on-site during the entire job, when requested.
- k. Contractor shall possess a valid/current C-36 Contractor's license. Contractor and all employees shall possess a valid/current California Driver License, including all insurances, as required by the City.
- l. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work.
- m. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition.
- n. Contractor is required to provide the City with a 24-hour emergency number for contract outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours.
- o. The Contractor shall verify the location of all utilities prior to repair or maintenance and shall be held liable for all damages incurred due to Contractor's work related operations.
- p. The Contractor must remain within the maintenance areas to the best of their ability. Contractor shall further protect property and facilities adjacent to the maintenance areas and all property and facilities within the maintenance areas. After completion of work, the maintenance area shall be clean and in a presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. In the event improvements of the facilities are damaged, they shall be replaced with new materials equal or better to the original. Contractor shall repair such damage at their expense.
- q. Contractor shall comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.

- r. Contractor must take all due precautionary measures to protect all of the existing utilities. Except in an emergency, an excavator planning to conduct an excavation shall notify the responsible agency at least 48 hours prior to excavation. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures when given at least 48 hours' notice. Such request should be requested through USA @ 811 or 800-227-2600.

Plumbing Maintenance and Basic Repair Tasks

Contractor shall be able to perform the following tasks, when requested by the City:

- a. Respond to and complete work requests assigned by the Building and Facilities Superintendent via electronic mail or telephone calls.
- b. Have the necessary equipment to perform videotaping of sewer and drain lines, locating underground sewer and drain lines, hydro-jetting and pumping out sewer and drain lines.
- c. Identify and perform basic and major repairs of plumbing leaks or breaks; solder and braze copper lines; open clogged lines and drains; replace washers, gaskets and minor parts.
- d. Inspect and service grease interceptor systems at City facilities.
- e. Inspect all domestic water booster and circulation pump systems and perform bearing lubrication as needed or specified by manufacturer; inspect couplings and check for any leaks.
- f. Lubricate all remote drinking water chiller condenser fan motor bearings.
- g. Replace and inspect sewage ejection pumps, and provide quarterly inspections.
- h. Maintain drinking water filtration systems.
- i. Repair drain lines, vent piping, potable water lines, and gas piping.
- j. Repair and/or replace fixtures – toilets, wax rings, seals, faucets, sinks, Sloan valves, or their internal parts.

- k. Install and repair water heaters and boilers.
- l. Repair minor leaks and/or replace components.
- m. Assemble, install, and repair pipes and fittings of heating, water and drainage systems.
- n. Repair and replace auto-flusher and manual flusher toilet valves.

Other Related Plumbing Maintenance and Repair Tasks

All costs associated with any other related plumbing maintenance and repair services that may typically be performed in the City that is not expressly included in the above.

The Agreement will be established on a time and material basis with hourly rates. Agreements will commence on October 1, 2018 and will be effective through June 30, 2021 with the option of renewing administratively by two additional one year periods, upon agreement of both parties. There is no guarantee that any work will be requested.

C. MATERIALS:

The Contractor shall furnish all the necessary materials and supplies to complete the work as specified herein. All materials and supplies shall be new, high quality, free from defects and designed for the intended use and shall be subject to the Inspector’s approval. All materials shall be purchased at wholesale prices and include the Contractor discount. The Contractors discounts shall be stated in **Section III, Proposal Cost Sheet.**

D. PROPOSAL FORMAT:

i. Cover Letter

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

ii. Company Requirements

- 1. Provide the following information as listed: Company Name, Address, Phone Number, and names of Principals.
- 2. Identify the year in which your company was established and began providing “B” General Contracting services.

3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

iii. Cost Breakdown

Provide a cost for the services and products as broken down on Exhibit “A”, the Proposal Cost Sheet. Show a breakdown of all reimbursable expenses required to complete the work. Also, provide hourly rates for your firm. These rates will be considered valid throughout the contract.

iv. Personnel and Qualifications

1. Describe your customer service philosophy
2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
3. Provide the names, resumes, and background checks of the key personnel that will be performing the proposed services, including the primary project manager.
4. Describe the methods and timeline of communication your firm will use with the City’s project manager, other involved City staff, and other interested parties.
5. Are the contractors in your company licensed with the State of California? If so, please provide State License number for key personnel that will be performing the proposed services.
6. Tell us why/how your company has the ability, capacity and skill to perform the Contract or provide the services required.
7. Have you worked for the City previously? If so, list the year, project manager and type of work completed.
8. Define your business and overtime hours.
9. Provide a list of all the tools, equipment, and machinery owned by your company that will assist you in executing this contract.

10. Describe your philosophy on ratio apprentice, journeyman and plumbers in your workforce assigned to any given project.

v. Proposal Acknowledgement

Complete this form as provided in Exhibit “C”

E. PROPOSAL EVALUATION

All proposals submitted in response to this Proposal will be evaluated in accordance with the criteria described below. Total scores will be tabulated, and the contract will be awarded to the bidder whose proposal is deemed to be the most advantageous to the City.

If the City request presentations by short listed bidders, the City may revise their initial scores based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the City, these dates may not be flexible.

The contract will be awarded to the vendor whose overall offer is deemed to be the most advantageous to the City.

In preparing responses, bidders should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified bidder for this contract. Evaluation criteria that will be used are as follows, listed in order of relative importance:

1. Cost Breakdown
2. Company and Personnel Qualifications
3. Approach to Scope of Work

A presentation and/or demonstration may be requested by short listed bidders prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

EXHIBIT "A"
PROPOSAL COST SHEET

I. PRICING

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associate cost.

Supervisory: is the cost per hour for one supervisory or journeyman/master personnel including all associated cost.

Markup on Materials: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental.

Hours	Normal Business Hours	Outside Normal Business
1. Labor	\$ _____/Hour	\$ _____/Hour
2. Supervisory	\$ _____/Hour	\$ _____/Hour
3. Markup on Materials Cost	_____ %	

II. RATES (for additional services or specialized equipment prices)

1. What is your hourly charge during normal business hours and outside normal business hours?

Additional Services	Normal Business Hours	Outside Normal Business Hours
Bobcat and labor to operate it.	\$ _____/Hour	\$ _____/Hour
Mini Excavator and labor to operate it.	\$ _____/Hour	\$ _____/Hour
Dump Truck and labor to operate it.	\$ _____/Hour	\$ _____/Hour
Jetting Equipment and labor to operate it.	\$ _____/Hour	\$ _____/Hour
Vacuum Equipment and labor to operate it.	\$ _____/Hour	\$ _____/Hour
Video Tape Equipment and labor to operate it.	\$ _____/Hour	\$ _____/Hour
Locator Equipment and labor to operate it	\$ _____/Hour	\$ _____/Hour

III ADDITIONAL ITEMS

1. Are there any surcharges such as fuel, disposables, etc.? Please list a description of the surcharge with the appropriate pricing.
2. What are your minimum hours charged for an emergency call out?

EXHIBIT "B"
PROPOSER'S QUALIFICATION DATA

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The bidder may submit additional information.

1. Name of Proposer: _____
2. Main office address: _____

3. Phone: _____ Fax#: _____
4. Proposers federal tax identification number: _____
5. The Proposer is organized as a _____
6. The date the Proposer was organized in its current form: _____
7. If a corporation, the state where it is incorporated: _____
8. How many years have you been engaged in the contracting business under your present firm or trade name: _____
9. Contract(s) on hand: (List these, showing amount of each contract and the anticipated completion date)
Job: _____ \$: _____ Completion Date: _____
Job: _____ \$: _____ Completion Date: _____
Job: _____ \$: _____ Completion Date: _____
10. Have you ever been debarred or suspended by a government from consideration for the award of contracts? YES NO If yes, where and why? _____

11. Have you ever been charged liquidated damages on a contract? YES
 NO
If yes, where and why? _____

12. List your Company's major and specialized equipment assets available for this contract:

13. List three projects of similar nature to this project: List Job/\$, Contact name/phone number. Use back of page if more room is needed.

14. Provide a list of all work performed in house by your company.

15. Background and experience of the principal members of your organization, including officers:

CONTRACTOR: _____
Signature

DATE: _____

**EXHIBIT “C”
PROPOSAL ACKNOWLEDGMENT**

The Proposer hereby acknowledges receipt of addenda number (s) _____.

By signing below, you agree to all terms and conditions in this RFP, except where expressly described in your cover letter.

Original Signature by Authorized Officer/Agent
(FEIN)

Vendor’s Tax ID Number

Type or print name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

FAX Number

City, State, Zip
days)

Proposal Valid Until (at least 90

E-Mail Address

Website Address

The Proposer is organized as a (corporation, partnership, etc.) _____

If a corporation, the state where it is incorporated:

EXHIBIT “D”
CITY OF LAGUNA NIGUEL
PROPOSAL AFFIDAVIT
CITYWIDE PLUMBING MAINTENANCE AND REPAIR SERVICES

To: _____, as Agency.

In accordance with Agency's Notice Inviting Sealed Proposals, the undersigned Contractor hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required to provide these services as set forth in the Request for Proposal, including the specifications for performing the work.

Contractor declares that this proposal is based upon careful examination of the Request for Proposal, including the specifications for performing the work, the work sites, and all other contract documents. If this proposal is accepted for award, Contractor agrees to enter into a contract with Agency at the prices set forth in the following Proposal Forms.

Contractor understands the following:

1. Its Proposal is to provide all of the Municipal Maintenance Services required for all City owned facilities.
2. The price submitted includes all appurtenant expenses, taxes, royalties and fees.

TO BE SUBMITTED WITH PROPOSAL

Proposer Name _____

Signed _____

Date _____

Company Name _____

Address _____

Telephone No. _____

EXHIBIT "E"
CONTRACTOR'S STATEMENT OF
PAST CONTRACT DISQUALIFICATIONS/TERMINATIONS

The Proposer is required to state any and all instances of being disqualified, removed, or otherwise prevented from proposing on or completing any contract for construction.

1. Have you ever been disqualified or terminated from any contract?

Yes _____ No _____

2. If yes, provide name and address of agency and explain the circumstances:

Agency Name _____

Agency Address _____

Explanation _____

ADDITIONAL PAPER MAY BE USED TO COMPLETE IF NECESSARY

Signature of Contractor

Print Name and Title

EXHIBIT “F”
PUBLIC WORKS CONTRACTOR
REGISTRATION CERTIFICATION
City of Laguna Niguel

(PAGE 1 OF 1)

BIDDER’S NAME _____

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR).

See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public works.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

EXHIBIT “G”

SAMPLE MAINTENANCE SERVICES AGREEMENT

AGREEMENT FOR MAINTENANCE SERVICES

[Title of Project]

THIS AGREEMENT is made and entered into the _____ day of _____, _____, by and between the City of Laguna Niguel, a municipal corporation, hereinafter the "City", and _____, a [capacity], hereinafter the "Contractor."

RECITALS:

1. [State reason why services are needed and nature of required maintenance services.]
2. [Describe the request for proposal/bidding process that the City has undertaken. Possibly, reference request for proposal as an exhibit at this point.]
3. [State that Contractor has proposed to render the services. Possibly, reference proposal as an exhibit.]
4. [State Contractor has the qualifications to render the required services. Identify any required Contractor's licenses and state that the Contractor holds the required licenses.]
5. [State desire by City to enter into agreement with Contractor to provide the required services.]

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Scope of Work. Contractor shall provide the _____ services described in the Scope of Work [in a manner satisfactory to City]. The Scope of Work consists of the City's Request for Proposal [actual title and date] and the Contractor's Proposal [actual title and date] which are attached hereto respectively as Exhibits "A" and "B."

In the event of any conflict or inconsistency between Exhibits "A" and "B" and this Agreement, this Agreement shall take precedent over Exhibits "A" and "B."

2. Additional or Different Services. Any proposed changes in the Scope of Work shall be made only by written amendment to this Agreement.

3. Term. The Contractor shall commence providing the required services on _____, and this Agreement shall continue in full force and effect until _____, subject to termination as provided in paragraph 18. The Agreement may be extended for two one-year terms if the contractor's performance is satisfactory.

4. Payment for Services. City agrees to pay Contractor for providing the services which are described in Exhibit " _____," and to pay for those services in the amount and in the manner and at the times set forth in Exhibit " _____."

5. Contractor to Supply Instrumentalities. Contractor shall supply all necessary labor, tools, materials, appliances, and equipment to provide the required services.

6. Licenses; Standard of Care.

(a) Contractor represents and agrees that all personnel engaged by Contractor in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Contractor represents and warrants to City that it has all licenses, permits, qualifications, and approvals to provide the services and work required to be performed by this Agreement. Contractor further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

(b) Contractor shall perform the services under this Agreement in a skillful and competent manner. The Contractor shall be responsible to City for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Contractor be found in such services, Contractor shall correct the errors at no additional charge to City by redoing the work.

7. Legal Responsibilities.

(a) Contractor shall keep itself informed of all State and Federal laws and regulations which may in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Contractor shall, at all times, observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Contractor to comply with this paragraph.

(b) The City and its Council members, officers, employees, agents, representatives and consultants are not responsible or liable for any claims, losses or damages that may arise from injury to any person, including employees of Contractor or any subcontractor, or from damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the required services.

8. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9. Subcontracting Subject to Approval. Contractor may not subcontract any portion of the work required by this Agreement to other persons or firms unless Contractor first obtains the written consent of City to engage in such subcontracting.

10. Independent Contractor. Contractor is and shall at all time remain as to City a wholly independent contractor. Neither the City nor any of its officers, employees, or agents, shall have control over the conduct of the Contractor or any of the Contractor's officers, employees, or agents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents, are officers, employees, or agents, of the City. Except as specified in writing by City, Contractor shall have no authority, expressed or implied, to act on behalf of City, and Contractor shall have no authority, expressed or implied, to incur any obligation or liability against the City. Contractor shall be responsible for and pay all taxes and other payments for Contractor and its employees for Federal and State income taxes, including withholding of taxes, Social Security, worker's compensation insurance, State disability insurance, unemployment insurance, and all other similar items.

11. Administration. This Agreement will be administered by the Public Works Department. The Director of Public Works or his designee shall be considered the Project Administrator and shall have the authority to act for the City under this Agreement. The Director of Public Works or his designee shall represent the City in all matters pertaining to the services to be rendered pursuant to this Agreement.

12. Indemnification. Contractor shall indemnify, protect, defend and hold harmless, City and its Council members, officers, employees, agents, and representatives from any suits, claims, actions, liability or damages of whatsoever kind and nature that may arise from or are in any way related to Contractor's performance of work pursuant to this Agreement. This provision shall survive the term of this Agreement.

13. Insurance.

a. Without limiting Contractor's indemnification of City as described in paragraph 12, Contractor, prior to the commencement of providing services, shall obtain, provide and maintain, at its own expense, during the term of this Agreement, a policy or policies of insurance from insurance carriers admitted to do business in the State of California, satisfactory to City, which contain the coverage described below. This insurance shall be primary to any insurance maintained by City and City insurance shall not contribute to any judgment rendered against City.

- (1) Worker's Compensation Insurance as required by the laws of the State of California providing coverage for any and all employees of Contractor.
- (2) Comprehensive General Liability Insurance for claims for bodily injury, death or property damage which may arise from the performance of Contractor's Services under this Agreement. Such insurance shall be in an amount of at least \$1 million per occurrence and \$2 million in the aggregate.
- (3) Automobile Liability Insurance covering bodily injury and property damage for all activities of the Contractor arising out of in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1 million combined single limit for each accident.
- (4) Certificates of Insurance shall be provided by the Contractor's insurance company as evidence of the above-indicated policies. The City of Laguna Niguel and its Council members, officers and employees shall be named as additional insured under policies mentioned in paragraph (2).
- (5) Said Certificates of Insurance shall provide that thirty (30) days written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

b. Contractor shall include subcontracting contractors, if any, as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.

14. State Labor Code.

a. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774. Copies of these rates and the latest revisions thereto are on file in the office of the City Clerk of the City of Laguna Niguel and are available for review upon request.

b. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to State Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

c. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Contractor shall comply with the provisions

in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the State Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

d. The Contractor shall post at the work site a copy of the wage rates and post other information as required by law or regulation of the State Labor Commissioner.

e. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

Each Contractor and subcontractor shall furnish the records specified in State Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

f. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

g. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

h. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

15. Workers' Compensation Insurance. Contractor acknowledges the provisions of State Labor Code Section 3700, which requires every employer to be insured against liability for

workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor certifies that it will comply with these provisions before commencing performance of work under this Contract. The Contractor shall sign a Workers' Compensation Insurance Certificate, in a form satisfactory to the City, and submit the signed Certificate to the City prior to commencing work under this Contract.

16. Arbitration. Any disputes between City and Contractor under this Agreement shall be resolved by binding arbitration. City and the Contractor shall mutually agree as to the selection of an arbitrator and the procedures for the conduct of the arbitration. The decision of the arbitrator shall be final and binding upon the parties. The assignment for payment of the costs of arbitration shall be part of the arbitrator's decision, but the prevailing party will be awarded its reasonable attorney's fees.

17. Nondiscrimination by Contractor. Contractor represents and agrees that Contractor, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

18. Termination. City may terminate this Agreement, without cause or penalty, by providing written notice to the other party that the Agreement is terminated. Said written notice shall be provided at least ninety (90) days in advance of the termination date. Unless terminated as provided herein, this Agreement shall continue in effect for the period set forth in paragraph 3. If City terminates this Agreement pursuant to this paragraph, Contractor's compensation shall be paid based on the percentage of the required services performed.

19. Notices. Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing of the notice.

CITY: City of Laguna Niguel
Attn: Director of Public Works
30111 Crown Valley Parkway
Laguna Niguel, California 92677

CONTRACTOR: _____

20. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services described in Exhibit " " hereto by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement shall be valid or binding. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

21. Exhibits. The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement.

22. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Orange, California.

23. Breach of Agreement. If Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of City to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

24. Attorney Fees. If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

25. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

26. Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

27. Authority to Sign. The person [or persons] executing this Agreement on behalf of the Contractor warrants and represents that he [she/they] has [have] the authority to execute this Agreement on behalf of the Contractor and has [have] the authority to bind the Contractor to the performance of the obligations hereunder.

///

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

"CITY"

CITY OF LAGUNA NIGUEL

By: _____
Kristine Ridge

Title: City Manager

ATTEST:

Eileen Gomez,
City Clerk

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL,
CALIFORNIA

Terry E. Dixon, Esq.
City Attorney

"CONTRACTOR"

_____[name]_____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[Signatures are to be notarized; attach Acknowledgment. Obtain two signatures if contractor is a corporation.]

EXHIBIT "A"
REQUEST FOR PROPOSAL

EXHIBIT "B"
PROPOSAL