



Request for Proposals (RFP) For On-Call Plumbers

The City of Morgan Hill is requesting proposals from qualified and licensed plumbers to provide on-call plumbing services at City Facilities in Morgan Hill for the period from July 1, 2019 to June 30, 2021.

**Proposals Due: Monday, May 13, 2019 at 2:30 p.m. at City Hall
located at 17575 Peak Avenue in Morgan Hill.
NO PUBLIC OPENING OF RFPs**

No Pre-Bid Conference

REQUEST FOR PROPOSALS (RFP) INFORMATION

SECTION 1 – General Instructions and Information for Contractors

SECTION 2 – Scope of Work and Special Provisions

SECTION 3 – Bid Proposal, Bid Schedule, Response to Technical Questions, Wage Theft Prevention Bid Certification

ATTACHMENTS

Sample Maintenance Service Agreement including insurance requirements

SECTION 1 – General Instructions and Information for Contractors

Proposal Submission. Deliver sealed proposals to the City of Morgan Hill Community Services Department, City Hall, 17575 Peak Avenue, Morgan Hill, California 95037, by the due date and time above. Proposals must be addressed to the Community Services Department, and labeled as **“Response to RFP for On-Call Plumber Services .”**

Proposals will not be publicly opened. Following receipt of proposals, City Staff will review all proposals and schedule interviews with selected candidates. Interviews will

be scheduled the week of May 13, 2019. Once the review and scoring of all proposals has been completed, a tabulation of all proposals' scores will be available".

Final scoring of proposals will not occur until City staff has reviewed all bid documents. Proposal submittals and scores become public information after Notice of Intent to Award is sent. Incomplete proposals will not be considered. Failure to use the forms provided within the RFP package will result in an incomplete proposal.

Contractor is to complete the following bid documents and include them in the bid proposal package:

- 1) Bid Proposal
- 2) Bid Schedule
- 3) Response to Technical Questions
- 4) Wage Theft Prevention Bid Certification

These forms are provided in Section 3. Incomplete proposals will not be considered.

Request for Proposal (RFP) Timeline.

On-Call Plumbers RFP Timeline	
March 22nd	Notice of RFP posted on City Website and in Morgan Hill Times
April 11th	RFP posted on Public Purchase and Online Plan Service
April 29th	Deadline to Submit Questions in writing to Cynthia Iwanaga, Management Analyst
May 2nd	City Responses to Written Questions Posted on Public Purchase and Online Plan Service
Monday, May 13th @ 2:30 p.m.	Proposals Due no later than 2:30 p.m.
May 13th-May 17th	Interviews May Be Scheduled This Week
June 5th	Contract Awarded by City Council
July 1st	Commencement of Two-Year Contract

Contractor Selection Criteria.

Points will be awarded based on the following categories:

- 40 points** Qualifications, Experience, References (Based upon "Response to Technical Questions" Form, References & Interview)
- 60 points** Costs (Based upon Bid Schedule)

The City will be awarding this contract using a “Best Value” methodology including evaluation of price, responses to technical questions, and interview. Part One of the Evaluation is a review of Qualifications, Experience and References of the Contractor based upon, “Company Qualifications Form.” **Contractors must receive a minimum score of 30 out of 40 points on the Qualifications, Experience and References to be further considered in the selection process.**

The **40-point allocation for Qualifications, Experience, and References** will be awarded based on the following criteria:

- | | |
|-----------|---|
| 15 points | Previous experience in providing a superior level of plumbing service at like-sized public and/or private facilities. |
| 10 points | Assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness. |
| 5 points | Qualifications of staff proposed to provide plumbing services at City Facilities. |
| 10 points | Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. |

The **60-point allocation for Costs** is based upon the Bid Schedule.

Examination of Contract Documents and Project Site(s). Each bidder is solely responsible for thorough review of the Request for Proposal (RFP) Documents and the examination of Project site(s) prior to submitting a Bid Proposal Package. Note that any areas and quantities noted are for informational purposes only. Bidders are responsible for inspecting the work locations and making their own area and quantity estimates.

Addenda. Any addenda issued prior to Bid Time shall constitute part of the Contract Documents. The City reserves the right to issue addenda prior to Bid Time.

Brand Designations and “Or Equal” Substitutions. Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an “equal” item must be submitted with a written request for substitution.

Bonds. No Bonds are required.

License. The successful bidder and any subcontractor(s) must possess a current and valid California contractor’s license(s) in the classification(s) required by law to perform the work as well as a City of Morgan Hill Business License. **(C-36 Plumbing Contractor License)**

The successful bidder will be required to obtain a City of Morgan Hill Business License.

City Representative. The designated City representative for this Request for Proposals (RFP) is Cynthia Iwanaga, Management Analyst at cynthia.iwanaga@morganhill.ca.gov

Submittal of Written Questions regarding this RFP. All questions regarding this RFP must be submitted in writing to Cynthia Iwanaga at cynthia.iwanaga@morganhill.ca.gov no later than **Monday, April 29th at 5:00 p.m.** The City will respond to all questions via an Addendum to be posted on Public Purchase and the Online Plan Service no later than **Thursday, May 2nd at 5:30 p.m.**

Insurance. If awarded the contract, the Bidder/CONTRACTOR shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements within 10 days of receipt of the Notice of Award. The required insurance must cover the activities of CONTRACTOR, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by the Contract until the date of recordation of the notice of completion. **The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or “umbrella” policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by the City.** If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, Owner may, at its sole discretion, purchase such coverage at Contractor’s expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. **CONTRACTOR further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days’ notice provided to CONTRACTOR, at any time as deemed necessary to protect the interests of the CITY.**

Commercial General Liability (CGL). CONTRACTOR shall maintain CGL and shall include coverage for liability arising from Contractor’s or its Subcontractor’s acts or omissions in the performance of the Work against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit and a general aggregate limit of two million dollars (\$2,000,000.00) or (ii) the maximum amount of such insurance available to CONTRACTOR under CONTRACTOR’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

Workers’ Compensation Insurance and Employer’s Liability. CONTRACTOR shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONTRACTOR under CONTRACTOR’s

combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If CONTRACTOR is self-insured, CONTRACTOR shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

Automobile Liability. CONTRACTOR shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONTRACTOR does not own automobiles, then CONTRACTOR shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit, or (ii) the maximum amount of such insurance available to CONTRACTOR under CONTRACTOR's combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

Pollution (Environmental) Liability: If the performance of Contractor's work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, Contractor shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

Required Insurance Endorsements. CONTRACTOR shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

General Liability.

1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;
2. The insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,
3. Insurance shall be primary non-contributing.

Workers Compensation.

1. The insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

Subcontractors. Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the additional insureds and waiver of subrogation.

Qualification of Insurers. All insurance required pursuant to this Contract must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better.

Certificates. Contractor shall furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the Contractor's agreement with the City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten days written notice must be made to Owner. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

DIR Registration: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations."

Prevailing Wages. Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor

Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. Contractor shall post a copy of the applicable prevailing rates at the Worksite.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

These prevailing rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

The Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, under Labor Code Section 1771.4.

A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request, to The City, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

Permits. The Contractor shall obtain and pay for any necessary permits.

Taxes. The proposal price shall include all applicable federal, state and local taxes.

Additive or Deductive Items. If this bid solicitation includes additive or deductive items, the method to be used to determine the lowest bid is "The lowest bid will be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items".

Owner retains the right to add to or deduct from the Contract any of the additive or deductive alternates included in the Bid Proposal.

Bid Protest. Any bid protest must be in writing and received by the City Attorney's Office at 17575 Peak Avenue, Morgan Hill, CA, (Fax: (408) 779-1592), before 5:00 p.m. no later than two (2) working days following the Notice of Award/Notice of Intent to Award after bidders are notified of bid results via an e-mail (the "Bid Protest Deadline") and must comply with the following requirements:

Only a bidder who has actually submitted a Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder

may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest

The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder. Protested bidder must concurrently transmit a copy of the response and all supporting documents by fax or by e-mail, by or before the Response Deadline, to the protesting bidder and any other bidder who has reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

Rejection of Bids and Award of Contract. City reserves the right, acting in its sole discretion, to waive non-substantive bid irregularities, the right to accept or reject any and all bids, or to abandon the work entirely. The Contract will be awarded by City Council, if at all, within sixty (60) calendar days after conducting interviews on the basis of the bid most advantageous to the City.

Execution of Agreement. Contractor selected through the RFP process will be expected to execute a formal Agreement with the City of Morgan Hill for the provision of the requested service as set forth in the sample agreement attached to this RFP. Submission of a signed proposal will be interpreted to mean Contractor has agreed to all the terms and conditions set forth in the pages of this RFP and the standard provisions included in the attached Agreement. Contractor must submit any and all exceptions to this RFP with

its proposal, clearly identifying the exception, including the page number and section number, as appropriate. Contractor should note that the submittal of an exception does not obligate the City to revise the terms of this RFP or any resulting agreement. The City will not consider any exceptions that are not identified in the proposal.

SECTION 2: TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

The City of Morgan Hill is seeking proposals from State-licensed Plumbing Contractors for On-Call Plumbing Maintenance and Repair Services at various City facilities. Contractor will provide full-service, on-call plumbing maintenance and repair services and administer the duties and responsibilities set forth in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting bids must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP.

Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call plumbing maintenance and repair work at various City facilities (see Attachment A).

The work will include the provision of a total maintenance and repair program consisting of a variety of tasks including, but not limited to, laying out, installing, replacing, piping, and testing plumbing service and plumbing systems and components. Systems include, but are not limited to domestic water, heating, cooling, hot water systems, conditioned water systems, pool water systems, sanitary sewer and storm systems as well as all related components required for municipal buildings and facilities. Services will include, but not be limited to installing and repairing piping, fixtures and maintenance for commodes, urinals, drinking fountains, pools, water spray features, heating and air conditioning systems as well as additional plumbing related issues as they arise and the services necessary to insure safe, well maintained influent, effluent and closed loop systems for City employees and the public. The scope and number of projects and tasks are unknown at the time of contract execution.

The Contractor shall leave work areas free of all dirt, litter, lubricants, or other materials utilized to perform plumbing maintenance.

The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access by the public or unauthorized City staff to work areas.

The Contractor shall respond to all requests for repairs or unscheduled emergency repairs as required, 24 hours per day, 365 days per year, including holidays. All costs for labor and materials for these calls shall be included in the proposal. Response time by the Contractor shall be within four (4) hours of all requests.

The successful proposer will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work. Contractor will also be responsible for discarding all used materials.

It is the intent of the City of Morgan Hill to identify and establish long term partnerships with highly qualified contractors. To achieve the best level of service, the City believes that the relationship must be based on mutual trust and respect. Teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor.

2-1 SCOPE OF SERVICE The Contractor shall provide full-service on-call plumbing maintenance and repair services to City Facilities as outlined in this document. Contractor shall retain professional personnel who have successfully and competently provided municipal facility plumbing maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to effectively repair and maintain, to the satisfaction of the City representative, all aspects of plumbing systems in City defined facilities with minimal downtime. All maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, shall meet warranties and be in conformance to all applicable laws, codes and regulations. The successful Contractor's plumbing maintenance and repairs shall, at a minimum, include but not be limited to the specifications outlined herein.

2-2 SERVICES TO BE PROVIDED It is the Proposer's responsibility to provide an appropriate level of staffing and provide appropriate tools and vehicles necessary to support all facility plumbing maintenance and repair functions during hours of operation and for response after normal working hours. Proposer shall maintain the appropriate license and will comply with all other license, insurance and permit requirements of the City, State and Federal governments, as well as all other requirements of the law.

2-3 TERM OF SERVICE The term of the contract will be from July 1, 2019 through June 30, 2021. The contract may be canceled or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving thirty (30) days written notice. The City, at its option, may renew this contract for up to three, one year periods, beginning on July 1, 2021. This option will be exercised only if the contractor has demonstrated superior performance in provision of On-Call Plumbing Maintenance and Repair Services to the City.

Pricing entries in the Bid Proposal apply to the period of July 1, 2019 to June 30, 2021. If the contract is renewed, a 3% cost escalation will automatically be applied for each subsequent year beginning on July 1, 2021.

2-4 WORK HOURS Scheduled maintenance and repairs shall typically occur during normal business hours. Facility business hours are:

- Aquatics Center is open weekdays from 5:00 a.m. to 8:00 p. m., Saturdays from 7:00 a.m. to 12:00 p.m. (summer season to 6:30 p.m.), and Sundays 11:30 a.m. to 6:30 p.m. (summer season only).
- Centennial Recreation Center is an active facility on Weekdays from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
- City Hall is open Monday-Friday 8:00 a.m. – 5 p.m.
- Chambers Building is open Monday-Friday 8:00 a.m. – 5 p.m.
- The Community and Cultural Center is open Monday-Friday 8:00 a.m. – 5 p.m.
- El Toro Youth Center is open Monday-Friday 2:00 p.m. – 6:00 p.m.
- The Friendly Inn is open Monday-Saturday 8:00 a.m. to 10:00 p.m.
- The Outdoor Sports Complex – coordinate hours with Project Manager, Dale Dapp
- The Police Department is open Monday-Friday 8 a.m. – 5:30 p.m.

- The Public Works Corporation Yard is open Monday-Thursday 6:30 a.m. – 4:00 p.m. and Fridays from 6:30 a.m. -3:00 p.m.
- The Villas are open Monday-Friday 8:00 a.m. – 5 p.m.
- Community Park Restrooms are open seven days a week 6 a.m. to 10 p.m.
- Galvan Park Restroom are open seven days a week 6 a.m. to 10 p.m.

2-5 SERVICE AVAILABILITY The contractor shall have trouble-call service available on a twenty-four hours a day, seven days a week basis with a response time not to exceed the following:

EMERGENCIES.....two hour response time
 NON-EMERGENCIES..... four hour response time

Time to respond shall start when the City calls the problem into Contractor's designated emergency phone number. Additionally, the contractor shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public and the comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by journey level staff within one (1) working day from the date of request by City Representative.

2-6 TROUBLE-CALL/REPAIR SERVICE Should the City request the contractor to make unscheduled, emergency plumbing system repairs, the City shall be responsible for labor and travel costs associated therewith. These costs, as listed in the proposal, will be a critical part of the bid evaluation in determining the lowest responsive and responsible contractor. Rates shall be firm for the term of the contract. The City reserves the right to contract with others for trouble calls and repairs.

2-7 BILLABLE WORK The Contractor shall not bill for unnecessary repairs, for repairs that were not completed satisfactorily, for repairs that did not fix an identified problem, or for facility visits that are made by staff unqualified to complete needed repairs.

2-8 STAFFING, WORKMANSHIP AND QUALITY LEVEL The Contractor shall provide a staffing level to perform on-call plumbing maintenance and repair services at designated City facilities in a thorough and professional manner, so that the City is provided with reliable and high quality plumbing maintenance at all times. The Contractor shall possess and maintain a C-10 General Plumbing license by the State of California Contractors Licensing Board through the term of the contract. All personnel performing work under this Contract shall possess and maintain a state journeyman certification and be directly employed and supervised by the Contractor. Any assigned apprentice shall work directly under the supervision of a qualified journeyman. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

2-9 MAINTENANCE AND REPAIR LOCATIONS See Attachment A

2-10 TOOLS AND EQUIPMENT The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining plumbing systems in City buildings. The City of Morgan Hill reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

2-11 PARTS AND MATERIALS The Contractor shall furnish all parts and materials necessary for properly maintaining and repairing plumbing systems in City buildings. Mark-up on parts and materials may not exceed 10% of Contractor's cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

2-12 INSPECTIONS AND REMEDIES So as to ensure consistent quality of the work being performed, the City Representative will perform periodic inspections of plumbing systems to ensure compliance with the contract specifications. Inspections may be made by the City at any time to confirm that work performed meets specifications. If corrective work is required, the City will provide a written list of items and the Contractor shall correct deficiencies as directed. If deficiencies are not corrected in a timely manner, the City may perform the work using others and deduct the cost from the Contractor's payment.

2-13 DAMAGES The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

2-14 SAFETY & SECURITY The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. The Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

2-15 FINGERPRINTING (Live Scan State of California Criminal Records Check): All Contractor staff who will be working on City facilities must pass a State of California Department of Justice Criminal Records Check. Fingerprinting Appointments can be scheduled at the Morgan Hill Police Department (16200 Vineyard Boulevard, Morgan Hill) by calling 408-776-7300. Live Scan (Criminal Records Check Request) Forms are available at www.morganhill.ca.gov (Department Tab: Police Department Link) and the fingerprint fee is \$52.00 per person (payable at the time of the appointment). The Contractor is responsible for providing the City of Morgan Hill with updated records check information for their employees.

2-16 EMERGENCY SITUATIONS For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact

the Maintenance Manager or designated staff to report the issue immediately (24-hours/day).

ATTACHMENT A MUNICIPAL FACILITIES LOCATIONS

PLUMBING SYSTEMS TO BE MAINTAINED AT THESE LOCATIONS		
BUILDING/FACILITY	ADDRESS	SQUARE FOOTAGE
Aquatics Center (office area)	16200 Condit Road	5,294
Centennial Recreation Center	171 West Edmundson Avenue	25,135
City Hall	17575 Peak Avenue	13,900
Community and Cultural Center and Playhouse	17000 Monterey Road	20,500; 5,000
Future Community Garden	Railroad Avenue	
Chambers Building	17555 Peak Avenue	12,104
El Toro Youth Center	17620 Crest Avenue	3,800
Boys and Girls Club	17666 Crest Avenue	3,168
Outdoor Sports Center	16500 Condit Road	2,800
Police Department	16200 Vineyard Boulevard	43,286
Public Works Corporation Yard	100 Edes Court	4,583
The Villas	535 Alkire Avenue	4,500
Dunne Hill Fire Station	2100 East Dunne Avenue	
El Toro Fire Station	18300 Old Monterey Road	
All other parks and City-owned properties		

SECTION 3

- 1) Bid Proposal
- 2) Bid Schedule
- 3) Response to Technical Questions Form
- 4) Wage Theft Prevention Bid Certification

Note that each document included in this section must be included in bid proposal package.

Proposal to Furnish Plumbing On-Call Services at City of Morgan Hill Facilities

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Morgan Hill (“The City”) for the above-referenced project (“Project”) in response to the Notice Inviting Proposals and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to perform and fully provide Plumbing On-Call Services as specified in the Contract Documents, for the two-year (2) time period from July 1, 2019 to June 30, 2021, for the following price (“Base Bid”):

_____ Dollars (\$ _____).

1. **Bid Alternates.** Bidder submits the following prices for the specified bid alternates:

Alternate #1: _____
Add: \$ _____

2. **Addenda.** Bidder acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

3. **Bidder’s Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:

3.1 Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder’s knowledge there are no errors, omissions, or discrepancies in the Contract Documents.

3.2 Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

3.3 Bidder is fully qualified to perform the Work.

3.4 Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder shall:

4.1 Enter into a Contract with The City in accordance with the terms of this Bid Proposal, by signing and submitting to The City the Contract form included with the Contract Documents; and

4.2 Submit to The City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

This Bid Proposal is hereby submitted on _____, 20__:

s/ _____
Name and Title [print]

Company Name

Address Phone

City, State, Zip Fax

Email

Attachments:

- 1) Bid Schedule
- 2) Response to Technical Questions Form
- 3) Wage Theft Prevention Certification

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

BID SCHEDULE

Plumbing On-Call Maintenance Services at Morgan Hill City Facilities

Name of Contractor: _____

Base Bid Item #	Item	Hourly Rate	Comments
1.	Shop Rate for Plumbing Services – Apprentice (8:00 a.m. to 5:00 p.m.)	\$	
2.	Shop Rate for Plumbing Services- Journeyman (8:00 a.m. to 5:00 p.m.)	\$	
3.	Shop Rate for Other Plumbing Services- Describe in Comments Section	\$	
4.	Overtime Rate for Plumbing Services- Apprentice (5:00 p.m. to 8:00 a.m.)	\$	
5.	Overtime Rate for Plumbing Services- Journeyman (5:00 p.m. to 8:00 a.m.)	\$	
6.	Other Overtime Rate – Describe in Comments Section	\$	
7.	Saturday, Sunday and Holiday Rate- Apprentice	\$	
8.	Saturday, Sunday and Holiday Rate- Journeyman	\$	
	Equipment Rate Schedule Describe Equipment & Hourly or Flat Rate	\$	
9.			
10.			
11.			
12.			
13.			
14.			

ATTACHMENT 2

RESPONSE TO TECHNICAL QUESTIONS FORM On-Call Plumbing Services RFP

On a separate paper, please provide a brief narrative entitled, “**Attachment 3-Response to Technical Questions from On-Call Plumbing Services RFP,**” which answers the questions in Sections 1 through 4 below (***Please include your company’s complete legal name and form of entity, for example, “corporation,” on each page:***):

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects: (Up to 15 points)

Please answer the following:

1. How many years has your company been in business under its present business name?
2. Describe your previous experience providing plumbing on-call services at like-sized public agencies and/or private companies.
3. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement.
4. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

Section 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients: (Up to 10 points)

1. List three (3) like-sized customers that you have provided ongoing janitorial services to within the last three (3) years. Provide the following information for each contact:
 - a. Customer Name
 - b. Customer Contact Name
 - c. Phone Number
 - d. Number of years your firm has provided plumbing on-call services to Customer.
 - e. Names of facilities/locations where services have been provided.

Section 3: Qualifications of Staff to be assigned to provide plumbing services at City Facilities. (Up to 5 points)

1. Attach an organizational chart for your company, or the local office that would service this contract.
2. For the local office to serve this contract, list the following:
 - A. Total number of staff assigned to City of Morgan Hill
 - B. Names and qualifications of key staff including years in the industry and with your firm.
 - C. Number of new hires in the last six months.
3. Briefly describe your employee training program and requirements.

Section 4: Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. (Up to 10 points)

1. Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees.
2. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control.
3. Describe your communication plan to assure proper communication between your representative and the City's representative.
4. Describe in detail your Safety Program.

Attachment 3

Wage Theft Prevention Bid Certification

(To be executed by bidder and submitted with bid)

All Bidders are expected to have read and understand the "Wage Theft Prevention Policy" adopted on July 26, 2017. which can be found at <http://www.morgan-hill.ca.gov/1061/Council-Policy-by-Number>

The undersigned Bidder hereby certifies that Bidder and its principals have____, have not____ been found by a final court judgement or final administrative action of an investigatory agency to have violated federal, state or local wage and hour laws within the past five years from the date of the submitted bid or proposal. For each disclosed violation, the Bidder shall provide a copy of (i) the court order and judgment and/or final administrative decision; and (ii) documents demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of Bidder's efforts to date to satisfy the order/judgment. The completed Certification shall be submitted by the Bidder to the City as a part of its bid or proposal. The City, at its sole discretion, may disqualify a bidder based on one or more disclosed judgments consistent with the criteria set forth in the Policy.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on _____ [date], at _____ [city], _____ [state].

s/_____

Print Name and Title

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL