

City of Salinas
Request for Proposals
Board-Up Services; On-Call, As-Needed

The City of Salinas ("City") requests proposals from California licensed contractors that are qualified to perform board-up services, on an on-call and as-needed basis, for the City. The successful contractor(s) shall comply with the requirements and the general conditions stated in this Request for Proposals ("RFP").

After reviewing the information submitted in response to this RFP, the city expects to identify a contractor or contractors capable of meeting the City's requirements. If more than one contractor is selected and contracted, a list of pre-contracted, on-call board up contractors will be created by the City and the list will be used on a rotating basis, although the City reserves the right to use any contractor on the list at any time. It is the intent of the City to contract for services for a three (3) year period, with potential extension options.

PROJECT DESCRIPTION

Board-up services are needed by the City for City and/or privately-owned structures caused by fire, vehicle accident, vandalism, trespassing, and related activities, natural disasters, and/or other causes. Typically, board-up calls are generated by the City Police Department, Fire Department, or Code Enforcement Division when City property or private property is at issue and the City's attempts to immediately reach private owners or responsible persons have been unsuccessful. Board-ups will require closing openings in exterior walls and on roofs, for example. Exterior doors may need to be secured or boarded over. Temporary fencing may be needed, as determined on a case-by-case basis, depending on the nature of the incident causing the need for the board-up in the first instance.

SCOPE OF WORK AND GENERAL CONDITIONS

Any selected contractor is expected to provide the following services and meet the following general conditions. As each incident is unique, the actual scope of services for a given incident will be determined by the City representative with oversight and control of the site.

1. Obtain a City of Salinas business license prior to beginning any work. A copy of the contractor's City of Salinas business license must be included in the Contractor's proposal or will be required within 10 days' request by the City and prior to the City entering into contract with the contractor.
2. Be licensed in the State of California. A copy of the contractor's state license must be included in the submittal.

3. Provide all board-up services and direct bill to the property owner. In the event of non-payment by the property owner for a period of thirty (30) days or more, the back-up payor shall be the City of Salinas paying the contractor directly. The contractor shall provide for both a flat-rate fee and an hourly charge and shall distinguish in their proposal when a flat fee will be charged and when an hourly rate will be applied.

4. Secure/protect the structure from the elements and secure/protect the structure from intruders, as directed by the City representative on-site.

5. Ensure there is an adequate point-of-entry for public safety investigations.

6. Provide service 24-hours per day and seven days per week, as well as a guaranteed response time of no more than 1.5 hours.

7. Enter into a service agreement with the City agreeing to all conditions and fully indemnifying and holding the City harmless against any and all claims and liabilities arising out of the contractor's performance of board-up services. The contractor shall meet the insurance requirements attached to the sample services agreement included here as Attachment A.

8. Identify in its submittal, a list of three references of similar job scope and identify ability to meet the requirements of this request.

9. Within ten (10) days' request by the City and prior to entering into a contract, the contractor shall provide a complete Internal Revenue Service Form W-9.

Prospective contractors are responsible for making all necessary investigations and examinations concerning this RFP. Failure to do so will not relieve any conditions of the proposed agreement or the requirements set forth herein. It is mutually agreed that the submission of a proposal shall be considered evidence that the prospective contractor has made such investigations and examinations. The City will not consider any requests for modification of a proposal after its submission on the grounds that the contractor was not fully informed as to any fact or condition.

Any reasonable inquiry to determine the responsibility of a prospective company or contractor may be conducted. The submission of a proposal shall constitute permission by the prospective contractor for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective company or contractor for further consideration. This may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

A prospective contractor may withdraw its proposal at any time prior to the date and time which is set forth herein as the deadline for acceptance of proposals.

Each contractor submitting a proposal in response to this RFP agrees that preparation of all materials for submittal to the City are at the contractor's sole cost and expense and the City will not be responsible for any costs or expenses incurred by a prospective company or contractor. In addition, each prospective contractor agrees that all documentation and materials submitted with a proposal will remain the property of the City.

The City reserves the right to reject any and all proposals and, in the event one or more proposals is selected, it may attempt to negotiate an agreement with the contractor(s) who, in the sole judgment of the City, is the best-qualified to provide the services requested.

The City shall not enter into an agreement with any prospective contractor that has previously had an agreement with the City terminated, or that has previously been found to have violated any provisions of the Salinas Municipal Code, or related resolutions or ordinances.

The City reserves the right to enter into an agreement with a contractor at any time, deviate from this request, reject any or all proposals, continue to advertise for new proposals, negotiate with multiple contractors simultaneously, waive any defects in a proposal, or to proceed otherwise. The request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective contractor. The submission of a proposal does not in any way commit the city to enter into an agreement with any prospective contractor.

The contractor shall agree to abide by all laws, rules, and regulations, secure all necessary licenses, permits, and other forms of identification as may be requested, in connection with the resulting agreement, all at no additional cost to the City.

By submitting its proposal, the prospective contractor is warranting that if the City determines an agreement is in the best interests of the City, it will enter into an agreement within the time period specified by the City after the City forwards notice to the contractor of the City's acceptance of the proposal. If an agreement is not fully executed between a chosen contractor and the City within the time period, and the City selects another contractor, the originally chosen contractor shall have no rights under this document related to the offering discussed herein.

CRITERIA FOR EVALUATING PROPOSALS

Proposals will be evaluated based on the contractor's ability to satisfy the City of the contractor's qualifications and expertise in executing the requirements of this RFP including, but not limited to, the ability to meet the desires timelines and providing all required liability insurance policies. Proposals must include at least the following information, in addition to any other specific information identified in this RFP.

1. Name, local address, and telephone number(s) of the contractor. This contract information shall include the contractor's primary point of contact for the City, as well as the contractor's

physical location from where contractors will be dispatched to perform the services described herein.

2. The names and the number of years the company has been in business under current or previous names or additional assumed business names.

3. Name and title of the person authorized to execute a contract on behalf of the contractor.

4. Has the contractor worked with the City or another public entity in the past for a similar scope of services?

5. Contractor's proposed approach to the scope of work, including procedures, methodologies, incorporation of environmentally-sensitive materials and practices, measures of effectiveness, the type(s) of materials to be used, organization and scheduling of tasks to be performed, as well as a statement outlining the anticipated involvement of City staff.

6. Explain the fee structure the contractor will utilize for board-ups, including any time and materials charges, whether and when a flat fee and hourly rate will be used, clarify any travel charges including mileage, dispatch/activation charges, administrative charges, etc.

7. A list of any subcontractors who will be used on to perform the scope of work including a description of how each subcontractor will be utilized.

8. Any additional services or procedures of benefit to the City not specifically required herein, which the contractor offers to provide or wishes to bring to the attention of the City.

9. Contractors shall consider the cost of carrying the required insurance.

10. Any exceptions or requested modifications to the form of agreement must be included in the proposal.

11. At least three references of clients for which the contractor has worked providing similar services to those sought through this RFP.

12. The caption, case number, court, counsel, and general summary of any litigation pending or judgment rendered within the past three years against the contractor or any of the proposed team members, subcontractors, or partners who will be called upon to provide services.

GROUND FOR DISQUALIFICATION

All prospective contractors are expected to comport themselves with the utmost integrity and responsibility throughout the proposal process. Any prospective contractor who violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this RFP, from the time of issuance of this RFP until, if applicable, the City Council's consideration and approval of agreement(s).
2. Evidence of collusion, directly or indirectly, among prospective contractors in regarding to the amount or the terms and the conditions of this RFP and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member throughout the solicitation process.
4. Evidence of submitting incorrect or inaccurate information in response to this RFP or misrepresentation or failing to disclose facts during the evaluation or the negotiation process.
5. Evidence of any lawsuit, claim, or dispute between the prospective contractor and the City.
6. Evidence of the prospective contractor's inability to successfully complete the responsibilities and the obligations of the proposal.
7. The contractor's default under any City agreement or termination of a previous agreement.

SUBMISSION OF PROPOSALS

A completed responsive proposal shall include one (1) paper copy and one cd or thumb drive containing both a pdf and a Microsoft Word version.

Sealed proposals will be received by the City until 4:00 P.M. on July 31, 2019, at the Office of the City Attorney, City of Salinas, 200 Lincoln Avenue, Salinas, California 93901. All proposals must be clearly marked as "Proposal for Board-up Services."

Incomplete or late proposals will not be considered. Emailed proposals will not be considered.

Being entered into contract and/or being placed on the recommended list of qualified contractors is not a guarantee to contractor for work and the City, in its sole discretion, reserves the right to use the contractor best suited for a particular job.

There will be no public opening and reading of the proposals.

All correspondence with the City concerning this RFP, including responses to this RFP, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response will be subject to disclosure if requested by a member of the public. There a very limited number of narrow exceptions to this disclosure requirement. During the selection process, until a contractor is selected, the City will not disclose proposals, except as otherwise required under applicable law. This means that, depending on the nature and the timing of the request, or future court decisions, that information may not remain private and may not be publicly disclosed. Rates for services are not considered confidential or proprietary and are subject to disclosure.

CONTACT PERSON

Questions concerning this RFP should be directed to the City Attorney at 831.758.7256.

ATTACHMENT A

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SALINAS AND XXX

On-Call Board-Up

THIS AGREEMENT is executed this ____ day of _____, 201_, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and [insert **contractor’s legal name – obtain from CA Secretary of State website**, a [California corporation/limited liability company/dba/etc.] (Hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: **Describe general scope of work. Scope of work is further discussed in Title of City’s Request for Proposal or Solicitation, Attachment B and Contractor’s Proposal dated __/__/__, Attachment C.**
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence **date of start of work** and shall be completed by **date of end of work** unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, [_____ Dollars (\$_____)] or [(an hourly fee in the amount of _____ Dollars (\$_____) per hour, not to exceed _____ Dollars (\$_____)], as more fully described in title of Contractors fee schedule, Attachment C. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for

payment until such time as the work has been satisfactorily performed.

5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.

6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.

7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising

out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without

being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

Ray E. Corpuz, Jr.

City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney, or

Rhonda Combs, Assistant City Attorney

CONTRACTOR

By (Printed Name):_____

Its (Title):_____

Attachment A

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.
4. A copy of the claims reporting requirements must be submitted by Contractor to the City.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Payment bond
2. Performance bond
3. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.