



Monterey Regional Water Pollution Control Agency

*“Dedicated to meeting the wastewater and recycled water needs
of our member agencies, while protecting the environment.”*

Administration Office:

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Website: www.mrwpc.org

Request for Proposals (RFP)

Bird Abatement Services

Monterey One Water (MOW), a Joint Powers Authority (JPA) providing wastewater treatment and reclamation, is pleased to invite you to respond to a Request for Proposal for Bird Abatement Services.

Proposal timelines, along with bid requirements and information is included in this document.

Timelines

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this RFP. All amendments will be provided to parties that have submitted proposals.

Date	Event
August 30, 2017 Marina - 9:30am	Mandatory Pre-Bid Conference / Site Visit
September 7, 2017	Deadline for Proposer's Questions
September 13, 2017	Agency's Responses to Questions Due
September 20, 2017	Proposals Due no later than 2:00 pm
September 27 – October 4, 2017	Proposals Evaluated by Agency
October 6, 2017	Vendor notification <i>(subject to delay)</i>
October 12, 2017	Recommendation to the Budget / Personnel Committee
October 30, 2017	Recommendation to the Board of Directors <i>(subject to delay)</i>

Questions regarding this proposal shall be directed in writing to Dan Deeth, Procurement Specialist, at dand@My1water.org

Introduction/Purpose:

MOW is seeking bird abatement services from qualified and insured firm(s) to assist with gull abatement. The RTP in Marina has approximately 2000 to 3000 gulls visit the site daily during the peak winter season (November to February). The objective is to keep the seagulls and other birds from staying on site, causing damage and preventing the birds from invading water sources. Schedule of Work is in Exhibits A1. Supplemental bird abatement supplies to be provided by the Contractor.

Contract Term

To establish agreement(s) for Bird Abatement Services for the MOW for a term of one year with the option to extend the agreement(s) for two (2) additional one year periods.

Proposal Submittal

Proposers must submit (1) signed original, and four (4) copies of the signed proposal by January 20, 2016. Proposals must be enclosed in a sealed envelope or package and clearly marked "**MOW JANITORIAL RFP – BIRD ABATEMENT SERVICES.**" Proposals shall be submitted to:

Dan Deeth, Procurement Specialist
5 Harris Court
Building D
Monterey, Ca 93940

Due Date

Proposals must be received no later than 2:00 p.m. on September 20, 2017. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

Proposal Instructions

To receive consideration, proposals shall be made in accordance with the following general instructions:

1. The proposal shall be completed in the format identified in Proposal Format and Contents Section of this RFP
2. All proposed bidders shall attend a mandatory pre-bid conference/site visit
3. No verbal or telephone proposals will be considered.
4. The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the Agency, including all terms and conditions contained within this RFP.

5. Proposers will be required to submit any additional questions in writing before the close of business September 7, 2017 in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders through a version update through email. Questions are best received and most quickly responded to when sent via e-mail directly to Dand@My1water.org. Questions will not be accepted by phone.

I. Mandatory Pre-Bid Conference / Site Visit

The Agency will hold a mandatory pre-bid / site visit to be attended by Company's representatives, major subcontractors, and others whose input may be desired. The Site Visits will be held at the Regional Treatment Plant in Marina, on August 30, 2017, at 9:30am. The purpose of this conference / site visit is to establish a working understanding between the parties, tour facilities, discuss work schedules, review invoicing procedures, and share other pertinent information. The Regional Treatment Plant is located at 14811 Del Monte Blvd, Marina..

II. Proposal Format and Contents

For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

A. Section I - Organizational Information:

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the Agency must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

B. Section II - Qualifications and Experience:

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. References are required. Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

Debarment, Disqualification, or Early Contract Termination

Proposer must disclose any debarment, disqualification, or any early contract termination when serving as a vendor for any federal, state or local entities. Proposer must clearly describe the nature of the debarment/disqualification/early termination.

C. Section III - Project Approach and Work Schedule:

Provide a description of the used to provide all required services, including number of staff assigned to each facility, estimated hours staff will be onsite at each facility, and supplies and equipment used to achieve RFP goals.

D. Section IV - Cost of Service:

The proposal shall clearly state ALL of the costs associated with the service, for the specified schedule of services in each building. Proposers must complete and submit the Cost Sheet/Bid Form attached hereto as Exhibit D. Each building may have special cleaning schedules such as specific days or hours where cleaning may take place. These times/days are included in the top portion of Exhibit D. Items listed as "Optional" shall include individual costs for each activity.

The service costs should include all expenses that will be charged to the Agency, including but not limited to hourly labor costs, communications, documentation reproduction, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc.

E. Section V – Identification of subcontractors

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

F. Section VI - Insurance

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement in Exhibit E. Securing this insurance is a condition of award for this contract.

G. Section VII Additional Information:

Include any other information you believe to be pertinent but not required.

H. Section VIII – Contract Terms:

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Exhibit E) or identify specific exceptions to the sample agreement.

I. Section IX – Employee Policies & Procedures

Proposers must describe in detail and/or attach to their proposal all of their procedures and policies regarding the following:

- Pre-Screening: Each proposer must describe in detail its company's process for administering the following: physical examinations, criminal background checks, and verification of licenses and certification as appropriate.
- Training: Each proposer must describe in detail its company's process for administering training for safety and sexual harassment.
- Follow-up: Each proposer must explain in detail its company's quality control program.
- Transition plan: Each proposer must submit a 30-day transition plan outlining the operational steps that will be necessary for the startup of the Agency's account. The plan must be complete with dates for Agency's approval of interim milestones.

III. Selection Process

1. All proposals received by the specified deadline will be reviewed by the Agency for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. Agency employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with an Agency employee who may be involved in the selection process shall advise the Agency of the name of the Agency employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
 - a) Demonstrated ability to perform the services described;
 - b) Experience, qualifications and expertise;
 - c) Quality of work as verified by references;
 - d) Costs relative to the scope of services;
 - e) A demonstrated history of providing similar services to comparable entities;
 - f) Willingness to accept the Agency's contract terms; and
 - g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.)
4. The Agency may, during the evaluation process, request from any proposer additional information which the Agency deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
5. An error in the proposal may cause the rejection of that proposal; however, the Agency may, in its sole discretion, retain the proposal and make certain corrections. The Agency may also request clarification from a proposer on any item in a proposal that Agency believes to be in error.
6. The Agency reserves the right to select the proposal which in its sole judgment best meets the needs of the Agency. The lowest proposed cost is not the sole criterion for recommending contract award.
7. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.

IV. Finalist Interviews

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

V. General Information

Award Information

The issuance of this solicitation does not constitute an award commitment on the part of the Agency, and the Agency shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.

MOW reserves the right to reject any or all proposals or portions thereof if the Agency determines that it is in the best interest of the Agency to do so.

All proposers submit their proposals to the Agency with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Agency's Purchasing Authority and the Board of Directors.

Confidentiality

Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the Agency, all proposals shall be deemed public record.

Pre-Contractual Expenses

The Agency shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. The Agency shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, the Board of Directors, or any employee of the MOW, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

Form of Agreement

1. No agreement with the Agency shall have any effect until a contract has been signed by both parties.
2. A sample of the agreement is included. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the Agency's standard agreement will not be negotiated. Indemnification language will not be negotiated.
3. Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the Agency's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any

exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.

4. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
5. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

Duration of Proposal; Cancellation of Awards; Time of the Essence

1. All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
2. Unless otherwise authorized by Agency, the selected consultant will be required to execute an agreement with the Agency for the services requested within sixty (60) days of the Agency's notice of intent to award. If agreement on terms and conditions acceptable to the Agency cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the Agency, the Agency reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

Withdrawal and Submission of Modified Proposal

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

Wage and Security Requirements

Wage Requirements: The successful proposer will ensure all persons performing services under the Agency's contract is paid in compliance with local, state, and federal wage requirements.

SCHEDULE OF WORK

Regional Treatment Plant - 14811 Del Monte Blvd. Marina

The Agency reserves the right to determine Contractor's work schedule under this agreement. Dispute between the Parties regarding work schedule shall be subject to a meeting to resolve the matter. The Parties agree that the Contractor's standard work schedule, subject to Agency's reservation of right to modify, shall be as follows:

September 1st – March 31st: Monday through Friday, 8 hours / day, 8:00 am to 4:00 pm

April 1st – August 31st: Monday, Wednesday & Friday, 8 hours / day, 8:00 am to 4:00 pm

Contractor shall remain on site for the hours agreed upon with the Agency actively deterring gulls and other birds. Contractor may be dismissed earlier by the Agency's authorized employee if the employee determines that gulls have left the RTP site for the day. It is understood by the Parties that raptors cannot be flown at night or in low light level situations for safety reasons. Certain climate conditions can affect the daily hours that problem birds come to feed or that raptors can be safely flown. These may include: rain, heat or high winds. Contractor may use other methods of bird abatement, including, but not necessarily limited to, noisemakers, dogs, kites, distress calls, simulated raptors, and radio controlled airplanes or similar, except to the extent prohibited by statute or regulation including regulations of the Agency. Contractor shall inform the Agency's Manager and receive approval for the use of pyrotechnics prior to their use at the RTP. Such methods may be used at the Contractor's discretion or anytime in the normal course of work. Contractor will remain responsible for all risk of loss of its raptors or other animals and any property of the Contractor used in providing services under this Agreement. There will be no charge to the Agency for lost, injured or killed raptors or other animals belonging to Contractor

unless such loss is agreed by the Parties to have been attributable solely to action by the Agency or its employee, its other contractors or agents.