

**COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3rd FLOOR
SALINAS, CA 93901-2439
(831) 755-4990**

**REQUEST FOR PROPOSALS
#10220**

For

**ELECTRICIAN SERVICES
MASTER AGREEMENT**

**PROPOSALS DUE
3:00 PM SHARP
Wednesday, January 6, 2010
ATTN: Jessica Rodriguez
And Jaime Ayala**

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GENERAL REQUIREMENTS SECTION

1.0 INTENT

The County of Monterey is seeking qualified bidders to provide Electrician Services under \$10k as needed for a Master Agreement for offices, buildings and exterior structures for a period of three (3) years, with an option to renew for two (2) one (1) year terms.

2.0 BACKGROUND

The County of Monterey Facilities Department is responsible for supporting Electrician services and needs for all County Departments. This includes enterprise-wide projects affecting the entire County as well as projects for specific County departments including, but not limited to Social Services, Health, Sheriff, Natividad Medical Center, and the Board of Supervisors.

The County seeks a CONTRACTOR(S) with proven success in delivering Electrician Services under \$10k to meet or exceed all city, county and state laws and regulations.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	December 18, 2009
3.2	Pre-Proposal Meeting	Not Applicable
3.3	Deadline for Written Questions	3:00 p.m., Local Time, December 28, 2009
3.4	Proposal Submittal Deadline	3:00 p.m., Local Time, January 6, 2009
3.5	Estimated Notification of Selection	January 11, 2010
3.6	Estimated AGREEMENT Date	February 1, 2010

This schedule is subject to change as necessary.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this RFP shall be directed to:

4.1.1 Proposal Format and Content **Jessica Rodriguez**

168 W. Alisal St. 3rd Fl
Salinas, CA 93901
(831) 755-4994; FAX: (831) 755-4969
RodriguezR@co.monterey.ca.us

Questions (due by 12/29/09) direct to: **Jaime Ayala**

168 W. Alisal St. 3rd Fl
Salinas, CA 93901
(831) 755-4994; FAX: (831) 755-4969
AyalaJ@co.monterey.ca.us

4.2 **All questions regarding this RFP shall be submitted in writing (E-mail or FAX is acceptable) to Jaime Ayala,** The questions will be researched and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions. The questions will be researched and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions in the form of a written addendum.

4.3 The deadline for submitting written questions regarding this RFP is indicated in **GR Section 3.0 CALENDAR OF EVENTS.**

4.4 Questions submitted after the deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR(s) shall not contact County officers or employees with questions or suggestions regarding this Request for Proposals without first contacting the persons listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

4.6 **FUTURE ADDENDA**; CONTRACTORS who received notification of this RFP by means other than through a County of Monterey mailing, shall contact the person designated in Section 4.0 COUNTY POINTS OF CONTACT to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda that may be issued prior to the proposal submittal date. **IT IS THE CONTRACTORS' RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

5.0 SCOPE OF WORK

- 5.1 Provide comprehensive Electrician Services on an as-needed basis for the County of Monterey offices, buildings, and exterior structures per the instruction of the Facilities Operations Manager. Each project shall have a specific Scope of Work agreed upon by both parties prior to any services being rendered. Each project must be under \$10k to utilize this Master Agreement.
- 5.2 Major objectives of these services must include, but are not limited to:
 - 5.2.1 Replacement of main service or distribution switchboards
 - 5.2.2 Installation of electrical panel boards
 - 5.2.3 Lighting upgrades
 - 5.2.4 Fire alarm system upgrades or replacements
 - 5.2.5 Providing service to County offices and outlying buildings
 - 5.2.6 Miscellaneous electrical work and conduit work as needed.
 - 5.2.7 Emergency repairs as required
 - 5.2.8 Budgeting and scheduling
- 5.3 CONTRACTOR(s) will be contacted by phone or facsimile and will be provided with the location and the scope of the job. Construction documents and a site plan map will be provided by County of Monterey as required.
- 5.4 The successful CONTRACTOR(s) will be responsible for:
 - 5.4.1 Providing a timeline or schedule for completion of each job.
Providing all necessary electrical parts, labor, and equipment to successfully complete the job. In the event that additional details or special construction is required for work indicated or specified, it shall be the responsibility of the CONTRACTOR(s) to provide all material and equipment which is usually furnished with such systems in order to complete the installation, whether mentioned or not.
 - 5.4.2 Obtaining all required building or construction permits as required by the city, county, or state.
 - 5.4.3 Complying with all applicable federal, state, county and city codes and regulations.
 - 5.4.4 Maintaining responsibility of all employees. Providing proof that each employee of the CONTRACTOR(s) that will be involved in the project is duly licensed and trained for that work.
 - 5.4.5 Provide protection of people and property.
 - 5.4.6 Notify the COUNTY in the absence of a Consulting Engineer, upon discovery of any questionable conditions, designs, materials, details, or procedures.

6.0 CONTRACT TERM

- 6.1** The term of the AGREEMENT(s) will be for a period of three (3) years, with the option to extend for two (2) one (1) year terms.
- 6.2** The County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 6.3** If this RFP includes options for renewal or extension, CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
 - 6.3.1** Both parties shall agree upon rate extension(s) or changes in writing.
 - 6.3.2** The County does not have to provide a reason if it elects not to renew.

7.0 SELECTION CRITERIA

- 7.1** The selection of CONTRACTOR(s) and subsequent contract award(s) will be based on the criteria contained in this Request for Proposals, as demonstrated in the submitted proposal. CONTRACTOR(s) should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 7.2** To assist the County in evaluating Proposals, BIDDER shall respond to the below questions in writing and submit those responses with their bid proposal:
 - 7.2.1** Please describe your experience with providing comprehensive Electrician services in large facilities.
 - 7.2.2** Please provide State Licensing Certificates and any supporting documentation.
 - 7.2.3** Please provide at least three (3) local references for which you have provided Electrician services.
- 7.3** The selection criteria include, but are not limited to the following (in no particular order):
 - 7.3.1** Personnel assigned to the service, including work experience
 - 7.3.2** Previous Experience and Success
 - 7.3.3** Proposal Cost
 - 7.3.4** References from Local Clients
 - 7.3.5** Ability to fulfill the County's insurance requirements
 - 7.3.6** Attachment A, Pricing Sheet

8.0 PRE-PROPOSAL MEETING

Not applicable.

9.0 PREFERENCE FOR LOCAL CONTRACTORS

- 9.1** General Requirements - Each local CONTRACTOR providing goods, supplies or services funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 9.2** Rights of First Refusal - Each local CONTRACTOR who participates in the original sealed Proposal process and is within five percent of the lowest responsible Proposal shall be provided the opportunity to reduce the local CONTRACTOR'S Proposal to the amount equal to the amount of the lowest responsible Proposal if the lowest responsible Proposal is submitted by other than a local CONTRACTOR. The opportunity to reduce Proposal amounts shall be provided first to the lowest eligible local CONTRACTOR and, if not accepted by such CONTRACTOR within five (5) business days of the opening of Proposals, then to each successive local eligible CONTRACTOR within five (5) percent of the lowest responsible CONTRACTOR in ascending order of the amount of Proposals.
- 9.3** "Local CONTRACTOR" Defined - For the purpose of this section, the term "local CONTRACTOR" shall mean a business or resident doing business as a CONTRACTOR in Monterey County, San Benito County, or Santa Cruz County for not less than the past five (5) consecutive years.

10.0 ADDITION OF QUALIFIED CONTRACTORS

This RFP is not intended to create an exclusive service agreement. County retains the ability, at its sole discretion, to add qualified CONTRACTOR(s) after one year from the signing of the Agreement. CONTRACTORS must meet the minimum requirements of the County of Monterey.

11.0 SEQUENTIAL CONTRACT NEGOTIATION

The County will pursue contract negotiations with the CONTRACTOR(s) who submit(s) the best Proposal(s), in the sole opinion of the County, and which is in accordance with the criteria as described within this RFP. If the contract negotiations are unsuccessful, in the opinion of either the County or the CONTRACTOR(s), the County may pursue contract negotiations with the company which submitted a Proposal which the County deems to be the next best qualified to provide the services, or the County may issue a new RFP or take any other action which it deems to be in its best interest.

12.0 PREVAILING WAGES

If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

GENERAL PROVISIONS SECTION GP

GP 1.0 CONTRACT AWARDS

- GP 1.1** Multiple Award(s): The County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR(s) at the sole discretion of and benefit to the County.
- GP 1.2** The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- GP 1.3** Interview: the County reserves the right to interview selected CONTRACTOR(s) before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- GP 1.4** Incurred Costs: The County is not liable for any cost incurred by CONTRACTOR(s) in response to this solicitation.
- GP 1.5** Unsuccessful CONTRACTORS who have submitted a Proposal will be notified of the final decision.
- GP 1.6** The award(s) resulting from this solicitation will be made to the CONTRACTOR(s) that submit(s) a response that, in the sole opinion of the County, best serves the overall interest of the County. Awards will not be based on cost alone.
- GP 1.7** Prices are to remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted according to the terms and conditions of the AGREEMENT. County does not guarantee a minimum or maximum dollar value for any agreement or agreements resulting from this solicitation.

GP 2.0 PROPOSAL SUBMITTALS

- GP 2.1** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- GP 2.2** Monterey County reserves the right to reject any and all Proposals, or part of any Proposal, to postpone the scheduled Proposal deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Proposal and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- GP 2.3** Proposals must be received BEFORE the time and date specified, at the location and to the person specified on the SIGNATURE PAGE.

- GP 2.4** ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE BEARING ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER OF THE ENVELOPE, the CONTRACTOR'S name and address, the *solicitation number*, and the *name of the person specified on the SIGNATURE PAGE*.
- GP 2.5** It is the sole responsibility of the CONTRACTOR to ensure that the Proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- GP 2.6** Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number).
- GP 2.7** Each EXCEPTION shall include the page number, section number, and referenced item number as appropriate.
- GP 2.8** Failure to comply with GP 2.3 – 2.7 may result in a Proposal being declared as "non-responsive".

GP 3.0 PROPOSAL FORMAT AND CONTENT

- GP 3.1** Any page of the CONTRACTOR'S response package that is deemed to be a trade secret by the CONTRACTOR shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.
- GP 3.2** To be considered "responsive," submitted Proposals should adhere to the following guidelines:
- GP 3.2.1** Proposals should be prepared on 8-1/2" x 11" paper and bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets and other pertinent information or work product examples may be included as Appendices.
 - GP 3.2.2** All Proposals shall include a Table of Contents.
 - GP 3.2.3** Reproductions of the Monterey County Seal should not be used in any documents submitted in response to this solicitation.
 - GP 3.2.4** Indicate the name and title of the CONTRACTOR'S primary contact person. Also, include their mailing address, telephone number and fax number, along with their Email address, if any.
 - GP 3.2.5** A copy of any agreement proposed by the CONTRACTOR(s) as part of their response to this solicitation must be submitted along with their Proposal. These agreements will be considered as part of the bid package prior to an award selection being made. **THE INCLUSION OF A PROPOSED AGREEMENT DOES NOT GUARANTEE ACCEPTANCE OF THAT AGREEMENT BY THE COUNTY. Therefore, CONTRACTOR'S Proposal must specify what, if any, terms of their Proposal would be different if the County does not accept the proposed agreement, in whole or in part. CONTRACTOR**

agreements will not be considered if submitted after the Deadline for Proposals. (Refer to Section GP 5.0 AGREEMENT TO TERMS AND CONDITIONS.)

- GP 3.2.6 Submit complete documentation as listed in Section 7.0 **SELECTION CRITERIA.**
- GP 3.2.7 To validate your Proposal, **submit the SIGNATURE PAGE with your proposal.** Proposals submitted without this page will be deemed non-responsive. Proposal signatures must be manual and in ink. All prices and notations must be typed or written in ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the proposal.
- GP 3.3** Submit one (1) single-sided original Proposal and three (3) single or double-sided copies of the CONTRACTOR'S proposed responses, with one (1) clearly marked "Original." (Total of four proposal packets.)

GP 4.0 PROPOSAL STANDARD INSTRUCTIONS AND CONDITIONS

- GP 4.1** Propose on each item separately. Prices shall be quoted in units specified. If total extended price differs from unit price, the unit price shall prevail. Utilize Attachment A, Pricing Sheet.
- GP 4.2** Brand names and numbers when cited are informational unless stipulated otherwise. Proposals for equal items will be considered, provided the proposal clearly describes the article offered and its proposed equal in quality, utility and/or performance. Proposals not indicating otherwise will be considered to be for the exact item specified.
- GP 4.3** Delivery time shall be a part of the consideration of proposal submissions. Specify delivery time in days after receipt of order (ARO).
- GP 4.4** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- GP 4.5** **ACCEPTANCE TIME:** Proposals are subject to acceptance at any time within 90 days after opening.
- GP 4.6** **TAXES:** The County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.
- GP 4.7** **CAL-OSHA:** The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

- GP 4.8 HAZARDOUS MATERIALS:** Transportation of any hazardous materials to the County of Monterey must be done so in conformance with SARA Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that the County of Monterey shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. The County of Monterey shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. The County of Monterey does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage prior to delivery and acceptance by the County.
- GP 4.9 WARRANTY:** The CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period.
- GP 4.10** Any discount offered by the CONTRACTOR(s) must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case, in the evaluation of Proposals, will a discount be considered that requires payment in less than 30 days.

GP 5.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR(s) selected through the solicitation process will be expected to execute a formal agreement with the County for the provision of the requested service as needed **This RFP is to have CONTRACTOR added to our Master Agreement List for use as needed between February 1, 2010 – June 30, 2013** The agreement will be written by the County in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT**” enclosed herewith. Submission of a signed bid/proposal and the **SIGNATURE/PRICING PAGE** will be interpreted to mean CONTRACTOR has agreed to all the terms and conditions set forth in the pages of this request and the standard provisions of the **SAMPLE AGREEMENT**. The County may consider including language from the CONTRACTOR’S proposed agreement if submitted following the procedures identified in Section **GP 3.0 PROPOSAL FORMAT AND CONTENT**.

GP 6.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by the CONTRACTOR, the County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the CONTRACTOR or by proceeding against any performance bond of the CONTRACTOR, if any, or by suit against the CONTRACTOR. The prices paid by the County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of the CONTRACTOR.

GP 7.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

GP 8.0 INSURANCE

GP 8.1 Evidence of Coverage:

Prior to commencement of this AGREEMENT, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

GP 8.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

GP 8.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- GP 8.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- GP 8.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- GP 8.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- GP 8.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

GP 8.4 Other Insurance Requirements.

All insurance required by this AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- GP 8.5** Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied

by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

GP 8.6 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

GP 8.7 Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

GP 8.8 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

GP 9.0 INVOICES

CONTRACTOR shall reference the AGREEMENT number and solicitation number on all invoices submitted to the County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

GP 10.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "PROPRIETARY INFORMATION". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

GP 11.0 CONTRACT AUDITS

CONTRACTOR agrees that Monterey County or its designee will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide Monterey County or its designee with any relevant information requested, and shall permit Monterey County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under the contract.

GP 12.0 NON-DISCRIMINATION

GP 12.1 During the performance of this contract, the CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The CONTRACTOR(s) shall ensure that the evaluation and treatment of its employees and

applicants for employment are free of such discrimination. The CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

GP 12.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

GP 12.3 The successful CONTRACTOR(s) shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

GP 13.0 INDEPENDENT CONTRACTOR

GP 13.1 The CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of the County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. The CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

GP 13.2 Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

GP 14.0 CONFLICT OF INTEREST

The CONTRACTOR covenants that the CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of the AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONTRACTOR'S services under the AGREEMENT.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and _____, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP # _____) for _____, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP # _____ and in this AGREEMENT on the terms and conditions contained herein and in RFP # _____. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # _____ dated _____,
Addendum
CONTRACTOR'S Proposal dated _____, including all attachments and
exhibits, to RFP # _____
Security for CONTRACTOR'S proposal
AGREEMENT
Payment and Performance Bonds
Certificate of Insurance
Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General

Requirements and General Provisions, CONTRACTOR'S Proposal (with all attachments and exhibits), RFP #XXXX, Addendum, Contract Security and Bonds, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

[_____]

2.0 TERM OF AGREEMENT

- 2.1 The initial term shall commence with the signing of the AGREEMENT through and including _____, with the option to extend the AGREEMENT for _____ additional _____ year periods. The County is not required to state a reason if it elects not to renew this AGREEMENT.
- 2.2 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 2.3 The County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

3.0 COMPENSATION AND PAYMENTS

- 3.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A
- 3.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 3.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 Invoice amounts shall be billed directly to the ordering department.
- 3.5 CONTRACTOR shall reference the AGREEMENT number and RFP # _____ on all invoices submitted to the County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

4.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County’s contract administrator or to CONTRACTOR’S responsible officer; (2) when personally delivered to the party’s principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party’s FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party’s office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.
Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:	TO THE CONTRACTOR:
Contracts/Purchasing Officer	Name
County of Monterey, Contracts/Purchasing	Address
Department	
168 W. Alisal Street, 3rd Floor.	
Salinas, CA 93901-2439	
Tel. No.: (831) 755-4990 FAX No.: (831)	Tel. No. _____ FAX
755-4969	No. _____

APPENDICES

PROPOSAL PACKAGE SECTION

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10220
ISSUE DATE: **December 18, 2009**



RFP TITLE: **RFP #10220 ELECTRICIAN SERVICES UNDER \$10K FOR MASTER AGREEMENT**

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING
OFFICER BY

3:00 P.M., LOCAL TIME, ON **Wednesday, January 6, 2009**

ADDRESS:

CONTRACTS/PURCHASING
OFFICER

COUNTY OF MONTEREY
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO

Gina Encallado, Deputy Purchasing Agent,
(831)755-4994 ph, (831)755-4969, RodriguezJ@co.monterey.ca.us
Or Jaime Ayala AyalaJ@co.monterey.ca.us

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR PROPOSAL:

☐ PRICING IN ACCORDANCE WITH **EXHIBIT A** ATTACHED HERewith IN AN ORIGINAL AND ONE COPY

This Signature Page must be included with your submittal in order to validate your proposal.

Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS RFP.**

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____

Date: _____

Signature: _____

Phone: _____

Fax: _____

Printed Name: _____

Title: _____

E-mail: _____

Street Address/PO Box: _____

City: _____

State: _____

ZIP: _____

License No. (if applicable): _____

License Classification (if applicable): _____

ATTACHMENT A - PRICING

PRICING PAGE
RFP 10220 ELECTRICIAN
MASTER AGREEMENT SERVICES UNDER \$10K

Hourly Rate \$_____

Supervisory Rate \$_____

Shift differentials \$_____

Travel time \$_____

***Each job will require it’s own job description and price quote. However, we expect the above rates to remain firm for the duration of the agreement.**