



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

REQUEST FOR PROPOSAL #10306

**FOR MODULAR LIVING UNITS/CABINS
TO BE LOCATED AT LAKE SAN ANTONIO AND LAKE
NACIMIENTO MONTEREY COUNTY PARKS**

**Proposals are due by 3:00 pm (PST) on
Friday April 22nd, 2011**

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

(THIS PAGE INTENTIONALLY LEFT BLANK)

TABLE OF CONTENTS:

SOLICITATION DETAILS SECTION	4
INTENT	5
2.0 BACKGROUND	5
3.0 CALENDAR OF EVENTS	6
4.0 COUNTY POINTS OF CONTACT	7
5.0 SCOPE OF WORK.....	8
6.0 CONTRACT TERM.....	10
7.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS	10
8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS	13
9.0 SELECTION CRITERIA	14
10.0 PREFERENCE FOR LOCAL CONTRACTORS	15
11.0 CONTRACT AWARDS.....	15
12. 0 SEQUENTIAL CONTRACT NEGOTIATION.....	16
13.0 AGREEMENT TO TERMS AND CONDITIONS	16
14.0 COLLUSION.....	17
15.0 RIGHTS TO PERTINENT MATERIALS	17
SAMPLE AGREEMENT SECTION	18
SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR	19
SAMPLE RECITALS.....	19
S1.0 PERFORMANCE OF THE AGREEMENT	19
S2.0 SCOPE OF SERVICE	20
S3.0 TERM OF AGREEMENT	20
S4.0 COMPENSATION AND PAYMENTS.....	21
S5.0 INVOICES AND PURCHASE ORDERS	21
S6.0 STANDARD INDEMNIFICATION.....	22
S7.0 INSURANCE REQUIREMENTS.....	22
S8.0 RECORDS AND CONFIDENTIALITY	24
S9.0 NON-DISCRIMINATION	25
S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS	25
S11.0 CONFLICT OF INTEREST.....	26
S12.0 COMPLIANCE WITH APPLICABLE LAWS	26
S13.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT.....	26
S14.0 PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS	27
S15.0 NOTICES	27
S16.0 LEGAL DISPUTES	28
ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE.....	29
ATTACHMENT A GENERAL FIRM INFORMATION.....	30
ATTACHMENT B PROJECT EXPERIENCE	31
EXHIBIT C – CABIN FLOOR PLAN	32
SIGNATURE PAGE	33

SOLICITATION DETAILS SECTION

INTENT

- 1.1 The Monterey County Parks Department, hereinafter referred to as “County”, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide; Proper removal and disposal of five (5) modular units, and purchase and installation of five (5) pre-fabricated new modular rental living units. Four (4) units to be placed at Lake San Antonio’s North Shore, and One (1) unit to be placed at Lake Nacimiento Resort.
- 1.2 Response to this RFP shall include all labor, delivery, shipping, taxes, installation, design work, and any other miscellaneous costs necessary to fully complete the scope of work outlined in this RFP.
- 1.3 This solicitation is intended for a single, exclusive AGREEMENT. COUNTY will review responses and decide on the course of action as may be determined to be in COUNTY’s best interest.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles.
 - 2.1.1 Recreational facilities at Lake San Antonio (situated within southern Monterey County) and Lake Nacimiento (situated within San Luis Obispo County) on land owned by the Monterey County Water Resources Agency (WRA).
 - 2.1.2 The lakes are situated roughly midway between Los Angeles and the San Francisco Bay Area, approximately 90 miles south of Salinas, accessible from State Highway 101, and constitute the principal fresh water recreational venues in central California.

Lake San Antonio:

- 2.1.2.1 Lake San Antonio Dam began operating in 1967 and its operation is impacted by the annual weather cycle; need to increase water conservation and flood protection in the Salinas Valley; proper maintenance of the Salinas River; recreational benefits; endangered species management; and, compliance with state and federal regulations. When Lake San Antonio is full (elevation 780 feet), it is approximately 16 miles long and has about 100 miles of shoreline.
- 2.1.2.2 The lake is located about 16 miles north of the town of Paso Robles, in a highly attractive rural setting among oak-studded hillsides. It features one of the state’s largest camping facilities, with over 2,000 improved and unimproved sites, operated by COUNTY. The lake’s appeal includes

excellent bass fishing, availability off shoreline camping, and absence of man-made structures intruding into the view.

Lake Nacimiento:

2.1.2.3 Nacimiento Dam was completed in 1957 and, like Lake San Antonio, it's operation is impacted by: the annual weather cycle need to increase water conservation and flood protection in the Salinas Valley; proper maintenance of the Salinas River; recreational benefits; endangered species management; and, compliance with state and federal regulations. When the lake is full (elevation 800 feet), it is approximately 18 miles long and has about 165 miles of shoreline.

2.1.2.4 Nacimiento offers a spectrum of recreational opportunities for visitors – all of those available at Lake San Antonio plus upscale lodging in 19 condominium units (Lakeview Lodges). There is also a restaurant overlooking the lake.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	Thursday April 7 th , 2011
3.2	Pre-Proposal Meeting/Site Tour	Wednesday April 13 th , 2011
3.3	Deadline for Written Questions	3:00 p.m., PST, Monday April 18 th , 2011
3.4	Proposal Submittal Deadline	3:00 p.m., PST, Friday April 22 nd 2011
3.5	Estimated Notification of Selection	May 2011

This schedule is subject to change as necessary.

- 3.7 **FUTURE ADDENDA:** CONTRACTORS who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein 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 and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE 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.

- 3.8 **PROPOSAL MEETING/SITE TOUR (MANDATORY/OPTIONAL):** An optional, pre-bidders conference/site visit will begin at the Visitors Center located at Lake San Antonio South Shore on Wednesday April 13, 2011 at 10:00 a.m. local time. Those interested in submitting a proposal are highly recommended to attend this meeting. No presentations are required or permitted at this meeting/tour. Please indicate your intent to attend this meeting by sending a response to the County's Primary Contact person designated in the section below.

4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County	JAIME AYALA DEPUTY PURCHASING AGENT 168 W. Alisal Street, 3 rd Floor Salinas, CA 93901-2439 PHONE: (831) 755-4998 FAX: (831) 755-4969 Email: AyalaJ@co.monterey.ca.us
--------------------------------	--

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.
- 5.2 The County would have a preference on specification as outlined within the RFP. CONTRACTORS may propose alternatives which may prove to meet or exceed the County's specifications, and meet the installation needs of rental units prior to May 27th. The County will consider vendors' best overall proposals that meet or exceed the requirements specified within this RFP. CONTRACTORS may choose to bid on both the removal and disposal portion of the RFP and/or providing and installing of new units, or CONTRACTORS may bid on only one portion of the RFP.
- 5.3 **REMOVAL/DISPOSAL OF FIVE (5) UNITS**
Removal of five (5) existing mobile homes, four single wide of varying lengths, one double wide unit approx 24' X 60" Removal to include all associated decks, stairs, interior furnishings and appliances Contractor to leave site clean of any foreign debris.
- 5.3.1 Current units must be removed from the site which they reside, and properly disposed of off-site. Units must be transported and disposed of, at the nearest local landfill. These units CAN NOT be resold.
- 5.4 **FIVE (5) NEW UNITS**
Specifications for park model cabins includes but is not limited to the following:
- 5.4.1 Cabin should be 12' X 33' nominal size, excluding hitch, one bedroom with separate bunk area, fully functional kitchen, sliding glass door side entrance, dormer roof above SGD. Cabin to have brown rustic exterior appearance.
- 5.4.1 **INTERIOR**
- 5.4.1.1 Drywall, ½" taped, knock down texture throughout
 - 5.4.1.2 Cathedral ceilings, open beam appearance (wood finish beams / drywall between beams)
 - 5.4.1.3 Wood interior passage with heavy duty hardware
 - 5.4.1.4 2" white/neutral faux mini blinds throughout except clerestory windows
 - 5.4.1.5 Oak Laminate flooring
 - 5.4.1.6 Upgrade lighting package
 - 5.4.1.7 Smoke detector
 - 5.4.1.8 Fire extinguisher
 - 5.4.1.9 LP Leak Gas Detector in units with propane
 - 5.4.1.10 Satin fixtures throughout
 - 5.4.1.11 Vinyl cove base throughout
 - 5.4.1.12 Ceiling fan with light in living room
 - 5.4.1.13 Pre-wire on wall for TV

5.4.2 KITCHEN / BATHROOM

- 5.4.2.1 Laminate countertops and backsplashes (better or equivalent)
- 5.4.2.2 Full appliance packages (30" LPG range/oven, vent hood/microwave combo)
- 5.4.2.3 GE 16 Cu Ft, double door, frost free , Energy Star rated
- 5.4.2.4 Wood cabinet doors and face frames with hidden hinges or frameless cabinets
- 5.4.2.5 Choice of upgraded cabinet pulls
- 5.4.2.6 Drawers with double steel roller guides
- 5.4.2.7 Satin finish single lever kitchen faucet (Delta or Moen, or equivalent)
- 5.4.2.8 Stainless steel kitchen sink (Per floor plan)
- 5.4.2.9 One piece fiberglass tub / shower (Lasco or equivalent)
- 5.4.2.10 Bathroom exhaust fan

5.4.3 EXTERIOR

- 5.4.3.1 Colored metal roof, standing ridge, 25 year warranty
- 5.4.3.2 Fiber cement lap exterior siding, brown wood tone over OSB wood wrap and building wrap, Hardy board, Certanteed or equivalent
- 5.4.3.3 Fiber cement exterior trim around doors, windows and corners
- 5.4.3.4 Exterior lights at each door
- 5.4.3.5 Beige or white, vinyl or vinyl clad aluminum framed low "E" dual glaze windows (U35 or better) (or equivalent)
- 5.4.3.6 Front and rear overhangs
- 5.4.3.7 Exterior GFI receptacle
- 5.4.3.8 Beige or white, vinyl or vinyl clad aluminum framed 6' sliding glass door (or equivalent)

5.4.4 PLUMBING, ELECTRICAL, HEATING & INSULATION

- 5.4.4.1 PEX waterlines with low point drain
- 5.4.4.2 Residential grade U.L. approved electrical devices throughout
- 5.4.4.3 50 amp exterior main panel service with 36' supply cord
- 5.4.4.4 Easy touch rocker light switches throughout
- 5.4.4.5 R-14 fiberglass floor insulation
- 5.4.4.6 R-11 fiberglass sidewall insulation
- 5.4.4.7 R-30 fiberglass batt ceiling insulation
- 5.4.4.8 Black iron gas pipe run to rear utility area (location approved by customer)
- 5.4.4.9 Under sink waterline shut-off valves
- 5.4.4.10 28 gallon electric water with metal pan and drain
- 5.4.4.11 GFI protection in bath and kitchen
- 5.4.4.12 40,000 minimum BTU propane gas furnace with A-coil installed, refrigeration lines to side of unit (location approved by customer)
- 5.4.4.13 Insulated HVAC ducting

5.4.5 CONSTRUCTION

- 5.4.5.1 Full 10"/12" I-beam chassis construction
- 5.4.5.2 Transverse 2" x 6" #2 or better fir floor joists 16" O.C.
- 5.4.5.3 Engineered trusses ,7/12 pitch roof, 6" eaves
- 5.4.5.4 Detachable hitch from main chassis
- 5.4.5.5 Woven simplex underbelly material
- 5.4.5.6 5/8" OSB Wood Floor Decking

5.4.5.7 2" x 4" sidewalls 16" O.C.

5.4.5.8 26 gauge steel strapping for truss to sidewall and floor to sidewall strength

5.4.5.9 RPTIA approved

5.4.5.10 ANSI approved

5.5 Prices quoted in this RFP shall include all labor, delivery, shipping, taxes, installation, design work, and any other miscellaneous costs necessary to fully complete the scope of work outlined in this Section.

5.5.1 CONTRACTOR is responsible for providing appropriate level of staffing to complete the installation in approximately two week's timeframe. Completely installing according to documents with final sign-off of completed work by designated County representative.

5.5.2 CONTRACTOR is responsible for providing complete oversight and coordination of the installation with the County to make sure installation coincides with the overall schedule.

5.5.3 CONTRACTOR is responsible for participation in coordination and installation issues associated with installing electrical, data, plumbing and ventilation systems through and/or contained within the CONTRACTOR'S installed furnishings.

6.0 CONTRACT TERM

6.1 The term of the AGREEMENT(s) will be for a period of one (1) year.

6.2 The AGREEMENT shall contain a clause that provides that 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 the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired 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 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

7.1 CONTENT AND LAYOUT:

7.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals or qualifications packages shall include at a minimum, but not limited to, the following information in the format indicated:

Proposal or Qualifications Package Layout;
Organize and Number Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	SIGNATURE PAGE
	TABLE OF CONTENTS
Section 2	QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES (ATTACHMENT B)
Section 4	TECHNICAL ASPECTS OF PROPOSAL
Section 5	PRICING & WARRANTY
Section 6	EXCEPTIONS
Section 7	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding the equivalent of two (2) single-sided pages and should provide as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents

Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the qualifications and licensing requirements as set forth in Section 2.0 herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

Section 4, Technical Aspects:

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary for a turn-key project.

Also include:

Descriptions and/or diagrams;

Proposed Project Timeline to ensure compliance with meeting the County's needs as indicated in this solicitation.

Section 5, Pricing & Warranty:

CONTRACTOR shall propose on each item separately. Prices shall be quoted in units (please specify as appropriate). If total extended price differs from unit price, the unit price shall prevail.

All applicable tax shall be included as line item.

Warranty: 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. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 6, Exceptions:

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). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 7, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

- 7.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposals or qualifications packages shall adhere to the following:
- 7.2.1 Four (4) sets of the proposal or qualifications package (one original proposal marked **“Original”** plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10306”. In addition, submit one (1) electronic version of the entire proposal or qualifications package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
 - 7.2.2 Proposals or qualifications packages shall be prepared on 8-1/2” x 11” paper, preferably 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.
 - 7.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
 - 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in **BLUE** ink any item which no longer is applicable or accurate.
 - 7.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in **BLUE** ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining three proposal copies. All prices and notations must be typed or written in **BLUE** ink in the original proposal copy as well. Errors may be crossed out and corrections printed in **BLUE** ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.
- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal or qualifications package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP # 10306 and CONTRACTOR’S COMPANY NAME.**
- 8.2 **Mailing Address:** Proposal or qualifications packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposal or qualifications packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to

ensure that the proposal or qualifications package 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.

- 8.4 Shipping Costs: 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.
- 8.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal or qualifications packages, or part of any proposal or qualifications package, to postpone the scheduled 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 or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 8.6 Ownership: 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 or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 8.7 Compliance: Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR 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.
- 9.2 The selection criteria include, but are not limited to, the following:
- 9.2.1 **Fees** – overall price, for best overall quality.
 - 9.2.2 **General Information** - General CONTRACTOR Information as per Attachment A herein;
 - 9.2.3 **Staff Qualifications** – Identify all potential key staff for this project and highlight their credentials and experience.
 - 9.2.4 **Project Experience & References** - A list of at least similar projects which your firm completed within the last 5 years as per ATTACHMENT B – PROJECT EXPERIENCE & REFERENCES, include project description, agency or client name, and project cost. Emphasis should be placed on governmental or public sector type projects if possible;

9.2.5 **Readiness Statement** –Readiness and availability for this project, Ability of the company to provide the needed products and services.

9.3 AGREEMENT award(s) may or may not be based on cost alone.

10.0 PREFERENCE FOR LOCAL CONTRACTORS

- 10.1 **The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded pursuant to requests for proposals or requests for quotations, the awarding authority may consider, as one of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.**
- 10.2 **General Requirements:** Each local supplier 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.
- 10.3 **Rights of First Refusal:** Each local supplier who is within five percent of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five business days of the opening of bids, who is within five percent of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.
- 10.4 **Definitions:** For the purpose of this Section, the following terms have the meanings indicated:
 "Area" means Monterey County, San Benito County, and Santa Cruz County.
 "Bid" includes any competitive bid, whether formal or informal.
 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five consecutive years.
 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

11.0 CONTRACT AWARDS

- 11.1 **Multiple Award(s):** County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR at the sole discretion of and benefit to County.
- 11.2 **Board of Supervisors:** The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.

- 11.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 11.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.5 Notification: Unsuccessful CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 11.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.
- 11.7 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

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

13.0 AGREEMENT TO TERMS AND CONDITIONS

- 13.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the "**SAMPLE AGREEMENT SECTION**" herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

14.0 COLLUSION

- 14.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

15.0 RIGHTS TO PERTINENT MATERIALS

- 15.1 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 "CONFIDENTIAL INFORMATION" or "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.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

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."

SAMPLE RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP # _____) for _____, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

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

S1.0 PERFORMANCE OF THE AGREEMENT

- S1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages 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 _____, including all attachments and exhibits
 Addendum (or Addenda) #_____
 CONTRACTOR'S Proposal dated _____,
 Security for CONTRACTOR'S proposal,
 AGREEMENT,
 Payment and Performance Bonds
 Certificate of Insurance
 Additional Insured Endorsements

- S1.2 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, CONTRACTOR'S Proposal, RFP # _____ including all attachments and exhibits, Addendum/Addenda, Certificate of Insurance, and Additional Insured Endorsements.

- S1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- S1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- S1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

S2.0 SCOPE OF SERVICE

[_____]

(Shall be consistent with Scope of Work defined in this Solicitation and shall include description of goods and/or services provided including timelines and deliverables. Shall also include itemized pricing (including tax), a total price, and all associated payment provisions. Additional conditions may be stated such as details regarding training, meetings, any "Acceptance Testing" or "Notice to Proceed" clauses and project management requirements if applicable.

S3.0 TERM OF AGREEMENT

- S3.1 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. County is not required to state a reason if it elects not to renew this AGREEMENT.
- S3.2 If 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 in writing.
- S3.3 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.

S4.0 COMPENSATION AND PAYMENTS

- S4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- S4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- S4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- S4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- S4.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S4.6 Tax:
- S4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- S4.6.2 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.

S5.0 INVOICES AND PURCHASE ORDERS

- S5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the _____ department at the following address:

- S5.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- S5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- S5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

S6.0 STANDARD INDEMNIFICATION

- S6.1 CONTRACTOR shall indemnify, defend, and hold harmless 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

S7.0 INSURANCE REQUIREMENTS

S7.1 Evidence of Coverage:

S7.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

S7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. 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 County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

S7.2 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 County's Purchasing Officer.

S7.3 Insurance Coverage Requirements:

S7.3.1 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:

S7.3.1.1 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.

S7.3.2 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.

S7.3.3 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.

S7.3.4 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, 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.

S7.4 Other Insurance Requirements:

S7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to 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.

S7.4.2 Each liability policy shall provide that 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.

S7.4.3 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.

S7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.

S7.4.5 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.

S8.0 RECORDS AND CONFIDENTIALITY

S8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any

confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- S8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- S8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- S8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

S9.0 NON-DISCRIMINATION

- S9.1 During the performance of this contract, 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. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. 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.).
- S9.2 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.
- S9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- S10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of 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. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- S10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

S11.0 CONFLICT OF INTEREST

- S11.1 CONTRACTOR covenants that 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 this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

S12.0 COMPLIANCE WITH APPLICABLE LAWS

- S12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- S12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- S12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

S13.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by 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 CONTRACTOR.

S14.0 PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

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>.

Local Hiring per County of Monterey Code 5.08.120: All provisions included in County of Monterey Code 5.08.120 are applicable to this AGREEMENT, including but not limited to:

xx.2.1 County of Monterey Code Section 5.08.120 General Provisions; Unless such a provision would conflict with a State or Federal law or regulation applicable to a particular contract for public works of improvement, all County contracts for public works of improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one year prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty (50) percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

xx.2.2 For the purpose of this Section, the following terms have the meanings indicated:

"Board" shall mean the Monterey County Board of Supervisors.

"Qualified individual" shall mean a person who is specially trained, skilled, and experienced in the work, trade, or craft specified in the portion of the public work of improvement to be performed or who is enrolled in a certified State or federally approved apprenticeship program in the applicable trade or who is a journey person in his or her applicable trade.

"Resident of Monterey Bay Area" shall mean a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

S15.0 NOTICES

Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

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 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 COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
DerrM@co.monterey.ca.us

TO CONTRACTOR:

Name _____
Address _____

Tel. No. _____
FAX No. _____
Email _____

S16.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

COUNTY Signature

CONTRACTOR Signature

Printed Name

Printed Name

Title

Title

Date

Date

-- [END OF SAMPLE AGREEMENT SECTION] --

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

ATTACHMENT A GENERAL FIRM INFORMATION

Please prepare a general information summary about your firm which, at a minimum, includes the following:

Firm Name and Address

Year Established

Enter the year the firm (or branch office, if appropriate) was established under the current name.

Ownership Type

Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

Point of Contact.

Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

Former Firm Names

Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

Employees by Discipline

Specify all staff members, their job titles, and their area of specialty, including licenses and/or certifications they may hold.

Litigation History

Description of litigation to which the firm has been a party in the most recent five year period. Please include the following details:

- 1) Name of case,
- 2) Date filed,
- 3) Court in which filed,
- 4) Judgment or result.

---End of ATTACHMENT A---

ATTACHMENT B PROJECT EXPERIENCE

ATTACHMENT B PROJECT EXPERIENCE

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies). Be sure to include addresses and phone numbers and type of work performed. Additional pages may be added.

Reference Name: _____ City: _____
 Contact: _____ Phone No.: () _____
 Dates Served: _____
 Project Size _____
 Project Cost: _____
 Type Project _____
 Specify which of the following specialty areas this project falls under: Commercial,
 Commercial, Office, Warehouse/Storage, Criminal Justice, Public School, other (specify

Reference Name: _____ City: _____
 Contact: _____ Phone No.: () _____
 Dates Served: _____
 Project Size _____
 Project Cost: _____
 Type Project _____
 Specify which of the following specialty areas this project falls under: Commercial,
 Commercial, Office, Warehouse/Storage, Criminal Justice, Public School, other (specify

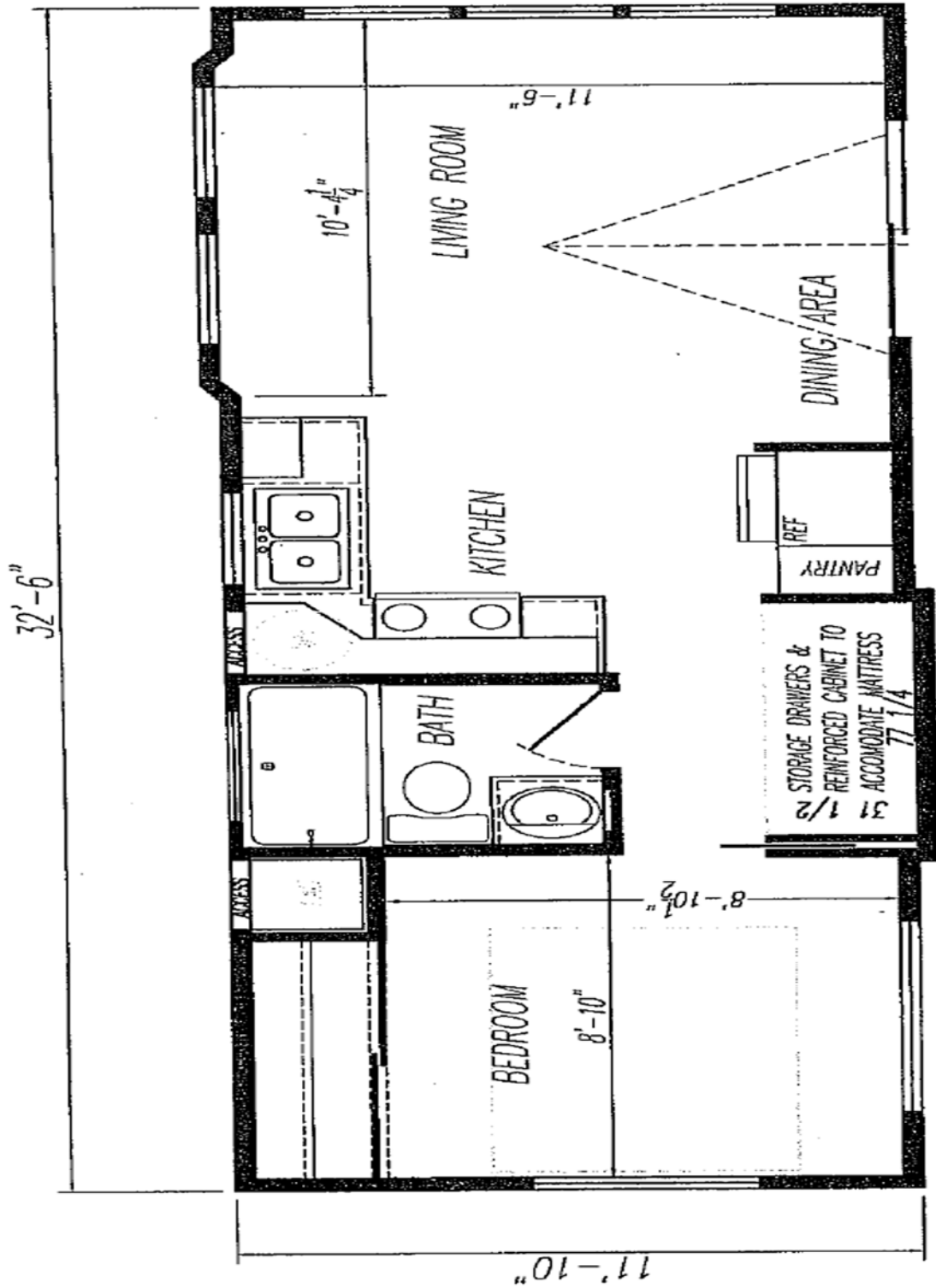
Reference Name: _____ City: _____
 Contact: _____ Phone No.: () _____
 Dates Served: _____
 Project Size _____
 Project Cost: _____
 Type Project _____
 Specify which of the following specialty areas this project falls under: Commercial,
 Commercial, Office, Warehouse/Storage, Criminal Justice, Public School, other (specify

Reference Name: _____ City: _____
 Contact: _____ Phone No.: () _____
 Dates Served: _____
 Project Size _____
 Project Cost: _____
 Type Project _____
 Specify which of the following specialty areas this project falls under: Commercial,
 Commercial, Office, Warehouse/Storage, Criminal Justice, Public School, other (specify

Reference Name: _____ City: _____
 Contact: _____ Phone No.: () _____
 Dates Served: _____
 Project Size _____
 Project Cost: _____
 Type Project _____
 Specify which of the following specialty areas this project falls under: Commercial,
 Commercial, Office, Warehouse/Storage, Criminal Justice, Public School, other (specify

-End of ATTACHMENT B-- [You may make additional copies of this page for submission if needed]

EXHIBIT C – CABIN FLOOR PLAN



-End of EXHIBIT C--

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # **10306**
ISSUE DATE: Thursday April 7th, 2011



RFP TITLE: Modular Living Units for Monterey County Parks

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY 3:00 P.M., LOCAL TIME, ON Friday April 22nd, 2011

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, AyalaJ@O.MONTEREY.CA.US, (831) 755 - 4998

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

- ☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN
- ☐ **ATTACHEMENT A FIRMS INFORMATION** HEREIN
- ☐ **ATTACHEMENT B EXPERIENCE** HEREIN

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 SOLICITATION.**

CONTRACTOR 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): _____