

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



**REQUEST FOR PROPOSALS  
# 10247**

**For**

***PHASE I & PHASE II  
HAZARDOUS MATERIALS ENVIRONMENTAL  
SITE ASSESSMENT TESTING***

**Final Proposals Due: 3:00 PM, (PST)  
Tuesday October 5<sup>TH</sup>, 2010**

**Jaime Ayala, Deputy Purchasing Agent**  
COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION  
168 W. ALISAL STREET, 3<sup>rd</sup> FLOOR  
SALINAS, CA 93901-2439  
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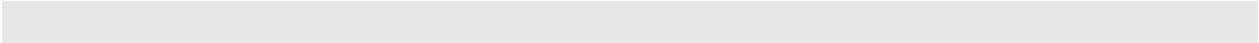
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## **GENERAL REQUIREMENTS SECTION**

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## 1.0 INTENT

The intent of this Request for Proposal (RFP) is to establish a list of qualified On-Call CONTRACTOR's to Provide Phase I and Phase II Hazardous Environmental Site Assessment (ESAs) Reports on an as needed basis for various County buildings and properties throughout the County of Monterey. CONTRACTOR shall be required to conduct complete surveys to determine the presence of hazardous materials including but not limited to lead, asbestos, mold, or other materials deemed necessary to quantify or abate.

CONTRACTOR's shall abide by all local, state, and federal hazardous materials regulations and must also provide all labor, materials, tools, equipment and supervision, in the course of Phase I and Phase II Hazardous Environmental Site Assessment (ESAs) testing and reporting on an on-call, or as-needed basis. The County has not identified any specific project at this time.

The County of Monterey, herein after referred to as COUNTY, extends an invitation to all qualified Professional CONTRACTORS, herein after known as CONTRACTOR, to submit a proposal in providing professional hazardous material detection services, as outlined within Section 5.0 Scope of Work.

## 2.0 BACKGROUND

The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. Geographically, the County is approximately 105 miles north to south and approximately 30 miles east to west (approximately 3,150 square miles).

Monterey County Facilities Department is responsible for support services and needs for all County Departments. This includes 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.

## 3.0 CALENDAR OF EVENTS

- |     |                                     |                                                          |
|-----|-------------------------------------|----------------------------------------------------------|
| 3.1 | Issue RFP                           | September 10 <sup>th</sup> , 2010                        |
| 3.2 | Deadline for Written Questions      | 3:00 p.m., Local Time, September 15 <sup>th</sup> , 2010 |
| 3.3 | Proposal Submittal Deadline         | 3:00 p.m., Local Time, October 5 <sup>th</sup> , 2010    |
| 3.4 | Estimated Notification of Selection | November, 2010                                           |
| 3.5 | Estimated AGREEMENT Date            | January 2011                                             |

***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 **Jaime Ayala**  
**Deputy Purchasing Agent / Buyer II**  
168 W. Alisal Street, 3<sup>rd</sup> 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 RFP 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 CONTRACTORS after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this RFP is indicated in **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 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 4.1 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 MATERIAL 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](http://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** CONTRACTOR shall, provide, perform and complete in the manner described and specified in this RFP all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the project as defined below, in accordance with the Scope of Services (hereinafter “Services”). The Services shall also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project. The CONTRACTOR shall provide, perform and complete all of the Services in a proper and workmanlike manner, consistent with the highest standards of professional practice
- 5.2** CONTRACTOR shall provide the following:
- 5.2.1 Phase I and Phase II Hazardous Environmental Site Assessment (ESAs) testing and reports on an as needed basis.
  - 5.2.2 Complete surveys to determine the presence of hazardous materials such as;
    - 5.2.2.1 Lead
    - 5.2.2.2 Asbestos
    - 5.2.2.3 Mold, or other materials deemed necessary to quantify or abate.
  - 5.2.3 Provide pre-construction surveys, testing of hazardous materials, monitoring during construction, provide in-field recommendations as needed, and clearance testing.
  - 5.2.4 Perform sampling, including bulk sampling, air sampling, soils testing and materials analysis.
  - 5.2.5 Perform periodic or ongoing sampling during construction;
  - 5.2.6 Prepare Operations and Maintenance Plans for post rehab, tested or treated areas;
  - 5.2.7 Prepare recommendations and work plans and/or abatement specifications.
  - 5.2.8 Perform Environmental Site Assessments and Phase II Subsurface Investigations throughout County of Monterey.
  - 5.2.9 Phase II site investigations, effective turn-key solutions for remedial planning and design, and remedial action/implementations for the cleanup of contaminated sites.
  - 5.2.10 CONTRACTOR’s proposal price must be all inclusive of all labor and materials for testing of hazardous materials.
- 5.3** Services to be provided by hazardous materials testing and investigation include but are not limited to:
- 5.3.1 Site Condition Standards (SCS) as needed
  - 5.3.2 Risk Assessments (RAs) as needed
  - 5.3.3 Inactive Hazardous Waste Sites
  - 5.3.4 Investigations/Feasibility Studies
  - 5.3.5 Facility monitoring, assessment, spill control plans, closure plans
  - 5.3.6 Landfill permitting investigations and remedial programs
  - 5.3.7 Computer modeling of groundwater flow and transport
  - 5.3.8 Groundwater discharge permit investigation

- 5.3.9 Groundwater monitoring wells and surface water testing
- 5.3.10 Groundwater treatment and recovery
- 5.3.11 Geophysical investigations
- 5.3.12 Soil gas surveys
- 5.3.13 Soil borings and pollutant analyses
- 5.3.14 Soil gas venting and in situ treatment
- 5.3.15 Magnetometer surveys for buried tanks, drums, piping, etc.
- 5.3.16 Tightness testing of underground storage tanks, Pump test and slug tests for hydrologic characterization, Disposal of abandoned hazardous waste
- 5.3.17 proper transportation, removal and disposal of contaminated soils and waste
- 5.3.18 Decontamination of standing structures

## **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 the AGREEMENT for two (2) additional one (1) year periods.
- 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 and subsequent contract award(s) will be based on the criteria contained in this Request for Proposals, 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.
- 7.2 The selection criteria shall include, but not limited to, the following:
  - 7.2.1 Ability of the CONTRACTOR to provide the needed service.
  - 7.2.2 CONTRACTOR response time
  - 7.2.3 CONTRACTOR references, minimum of three (3)
  - 7.2.4 CONTRACTOR testing capabilities, e.g. lead paint, asbestos, mold other contaminants.
  - 7.2.5 CONTRACTOR surface and atmospheric testing capacities.
  - 7.2.6 CONTRACTOR staffing level, qualifications, certifications, training, and expertise.

### 7.3 **Proposal Scoring Criteria/Rating Scale**

The criteria outlined below will be used in this process to establish a ranked order of qualified CONTRACTORS. At any time during the review process, COUNTY may require an applicant to provide oral or written clarification of its proposal. COUNTY reserves the right to review and evaluate qualifications received without further clarification.

Points will be awarded based on the degree to which applications meet criteria. Applications must meet a minimum score of 80 points or higher in order to be eligible for placement on the LIST.

#### 7.3.1 **Experience and Past Performance**

Organizational description and testing capacities presented in a clear and concise manner, covering relevant information and topics.

#### 7.3.2 **Staffing Qualification**

Provide verification documentation of certification, training and or expertise. Examples provided are related to cited qualifications, experience, and performance. Minimum qualifications are met and/or exceeded.

#### 7.3.3 **References**

Level of experience with governmental agencies, background and expertise of personnel involved.

#### 7.3.4 **Rates and Costs**

Budget example(s) appropriately support project requirements and activities. Rates/costs are reasonable.

- 7.4 The County reserves complete discretion to award or not award purchase of these services from this RFP. All parties responding to this RFP acknowledge and agree that they are solely responsible for all costs associated with preparation and submittal.

## **8.0 PREFERENCE FOR LOCAL CONTRACTORS**

- 8.1 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.
- 8.2 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.

- 8.3** “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.

## **9.0 SEQUENTIAL CONTRACT NEGOTIATION**

The County shall pursue contract negotiations with the CONTRACTOR 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, 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.

## **10.0 ADDITION OF QUALIFIED CONTRACTOR (S)**

This RFP is not intended to be for an exclusive services agreement. County retains the ability, at its sole discretion, to add qualified CONTRACTORS any time for selection and execution of a contract, provided they meet the minimum requirements of the County of Monterey.

## **GENERAL PROVISIONS SECTION GP**

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## **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 CONTRACTORS 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 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 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 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 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.

**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 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 selected through the solicitation process will be expected to execute a formal agreement with the County for the provision of the requested service. 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 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, AND INDEMNITIES

### GP 8.1 Insurance

**Coverage Requirements.** Without limiting its Indemnities, CONTRACTOR will secure and maintain insurance coverage meeting the following requirements. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements.

General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:

- General Aggregate: \$4 million
- Products/Completion Operations Aggregate: \$4 million
- Personal and Advertising Injury: \$1 million
- Each Occurrence: \$2 million

The general liability policy must provide contractual liability coverage for CONTRACTOR'S Indemnities under Section **GP 8.2**, by endorsement, schedule or other documentation, if necessary to provide coverage.

Pollution Legal Liability Coverage with a limit of not less than \$5 million per occurrence covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) resulting from pollution conditions caused by transported cargo (including waste). For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste

materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered.

The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for CONTRACTOR'S Indemnities.

### **Automobile Liability Coverage**

- written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) with a limit of liability not less than \$2 million for each accident,
- endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, and
- covering all Vehicles (any auto).

If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

### **Workers' Compensation Coverage**

Workers' Compensation and Employers' Liability insurance providing workers' compensation a benefit required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:

- |                            |             |
|----------------------------|-------------|
| • Each accident:           | \$1 million |
| • Disease - policy limit:  | \$1 million |
| • Disease - each employee: | \$1 million |

**Insurer qualifications.** CONTRACTOR will secure insurance provided by an insurer that is an admitted company in California, has a size category of VII or larger by A.M. Best Company, Inc., and has a rating of A or better by A.M. Best Company, Inc.

**Insurance Coverage Requirements for Subcontractors.** CONTRACTOR will insure each subcontractor performing Services by providing evidence that either 1) CONTRACTOR is maintaining Insurance required by this Section protecting CONTRACTOR and COUNTY interests against liabilities caused by the acts, errors or omissions of the subcontractor, or 2) the subcontractor is maintaining that Insurance itself.

**Evidence of Coverage.** CONTRACTOR will provide endorsements, schedules and other evidence of coverage with respect to CONTRACTOR and any subcontractor requested by and acceptable to at the COUNTY, 1) on or before the Agreement execution date, 2) Promptly upon renewal of policies, and 3) within ten (10) Work Days of the COUNTY'S request.

**Certificates of Insurance.** CONTRACTOR will provide certificates (or other evidence of coverage) containing at a minimum, the following information with respect to CONTRACTOR and any subcontractor:

- (1) Agreement name: explicitly identify this Agreement (for example, UNDER DESCRIPTION OF OPERATIONS), and if necessary to secure contractual liability coverage as an “insured contract” or otherwise, include a schedule or endorsement that specifically identifies this Agreement;
- (2) Types, policy numbers, policy effective / expiration dates and limits: explicitly reference each type and corresponding limit of coverage required under this Agreement, together with identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under this Agreement (such as “auto liability ISO form CA 00 12”). Where the Agreement does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as “pollution liability” under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as “pollution conditions caused by transported cargo” under SPECIAL PROVISIONS);
- (3) Thirty (30) days’ cancellation notice: contain the express condition that COUNTY must be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance. Endorsements cannot contain mere “best effort” modifiers or relieve the insurer from its responsibility to give that notice and the CANCELLATION information on the certificate of insurance must delete language such as “failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives;”
- (4) Deductibles and self-insured retentions: identify any deductible and self-insured retention. Upon COUNTY request, CONTRACTOR will reduce any self-insured retention as it applies to any COUNTY or provide a letter of credit, certificate of deposit or other financial assurance acceptable to COUNTY guaranteeing payment of all retained losses and related costs and expenses related to investigations, claims administrations, and legal defense. The letter of credit or certificate of deposit must be provided by a bank satisfactory to COUNTY; and
- (5) Claims made: if any insurance coverage is written on a claims-made form (such as pollution liability), evidence that the “retro date” is before the Agreement execution date. CONTRACTOR must maintain that coverage for at least five (5) years after the termination date. Promptly upon COUNTY request, CONTRACTOR must provide COUNTY with evidence of that coverage. THIS PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT.

**Endorsements:** CONTRACTOR must provide copies of the following endorsements or other documentation with respect to CONTRACTOR and any Subcontractor satisfactory to COUNTY; 1) additional insured endorsement to each liability policy, explicitly adding COUNTY and its “officers, agents, and employees” as additional insured; 2) waiver of subrogation; and 3) insurance is primary and not contributing with any other Insurance or self-insurance programs maintained by COUNTY and its officers and employees.

**Schedules:** CONTRACTOR must provide schedules or other evidence that liability policies of CONTRACTOR and any Subcontractor provide contractual liability coverage for indemnities, such as listing this Agreement as an “insured contract.”

**Signature verification.** At COUNTY’S request, CONTRACTOR must provide documentation verifying that the individual signing or countersigning the certificates, policies, endorsements, or other evidence of coverage of CONTRACTOR and any subcontractor is authorized to do so and identifies his or her company affiliation and title. COUNTY may require complete, certified copies of CONTRACTOR’S insurance policies at any time.

**Notice of claims.** If any Person makes a claim against CONTRACTOR or any subcontractor exceeding the amount of any deductibles or self-insured retentions, CONTRACTOR will promptly notify COUNTY of the claim.

## **GP 8.2 CONTRACTOR Indemnity, Defense and Release.**

**General.** To the extent allowable under applicable law, CONTRACTOR will indemnify, defend with counsel approved by COUNTY, release, and hold harmless COUNTY and COUNTY’S related parties from and against all liabilities paid, incurred or suffered by, or asserted against, COUNTY or COUNTY’S related parties arising out of or in connection with this Agreement, including in connection with any alleged failure of COUNTY or COUNTY’S related parties to enforce provisions of this Agreement or of applicable law.

**Indemnity During Term Only.** CONTRACTOR’S indemnity is limited to liabilities resulting from Services from and after the agreement execution date through the termination date. However, CONTRACTOR’S INDEMNITY OBLIGATIONS UNDER THIS SECTION RESULTING FROM SERVICES DURING THE TERM WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Reimbursement of Enforcement Costs. If CONTRACTOR fails to pay any Indemnities and that failure results in any costs to COUNTY, within fifteen (15) days of COUNTY request, CONTRACTOR will pay COUNTY’S reimbursement costs for those costs.

## **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 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 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.

### **GP 15.0 TRAVEL POLICY**

CONTRACTOR travel fees and other associated travel charges shall be paid only in accordance with the County of Monterey Travel Policy:

<http://www.co.monterey.ca.us/auditor/policies.htm>

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**SAMPLE AGREEMENT SECTION**

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## 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 # \_\_\_\_\_  
 AGREEMENT  
 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, 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 CONTRACTOR travel fees and other associated travel charges invoiced in accordance with EXHIBITS, PRICING SHEETS, shall be paid only in accordance with the County of Monterey Travel Policy:  
<http://www.co.monterey.ca.us/auditor/policies.htm>
- 3.5 Invoice amounts shall be billed directly to the ordering department.
- 3.6 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:**

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

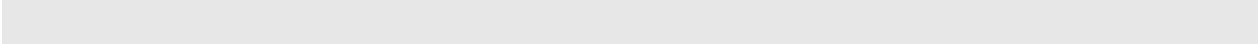
**TO THE CONTRACTOR:**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
  
Tel. No. \_\_\_\_\_ FAX  
No. \_\_\_\_\_

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**PROPOSAL PACKAGE SECTION**

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# SIGNATURE PAGE

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION



**RFP # 10247**  
ISSUE DATE: September 10<sup>th</sup>, 2010

**RFP TITLE: Phase I & Phase II Hazardous Material (ESA) Testing**  
PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING  
OFFICER BY 3:00 P.M., LOCAL TIME, ON Tuesday October 5<sup>th</sup>, 2010

ADDRESS:  
CONTRACTS/PURCHASING  
OFFICER  
COUNTY OF MONTEREY  
168 W. ALISAL STREET, 3<sup>rd</sup> FL.  
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO  
**Jaime Ayala, Deputy Purchasing Agent, (831) 755 - 4998**

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR PROPOSAL:

- ☐ IN ACCORDANCE WITH SECTION 7.0 SELECTION CRITERIA
- ☐ IN ACCORDANCE WITH SECTION GP 3.3 HEREWITH IN AN ORIGINAL AND THREE COPIES
- ☐ FEE SCHEDULE AND COST PROPOSAL SUBMITTED IN A SEALED ENEVLOPE IN AN ORIGINAL AND THREE COPIES
- ☐ **EXHIBIT A** ATTACHED HEREWITH IN AN ORIGINAL AND THREE (3) COPIES
- ☐ **EXHIBIT B** ATTACHED HEREWITH IN AN ORIGINAL AND THREE (3) COPIES
- ☐ **EXHIBIT C** ATTACHED HEREWITH IN AN ORIGINAL AND THREE (3) COPIES

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): \_\_\_\_\_

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**EXHIBIT A – FIRMS INFORMATION - RFP #10247**

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, 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 (6) years. Insert the year this corporate name change was effective. This information is used to review past performance.

**Employees, their job titles, and their area of expertise, including any licensing certification they may hold.**

**Litigation History** Provide a description of litigation to which your firm has been a party to in the past five years. Please include the following details: 1) Name of case, 2) Date filed, 3) Court in which filed, and 4) Judgment or result.

*-End of ATTACHMENT A---*



## EXHIBIT B – REFERENCES - RFP #10247

Provide a list of at least three (3) 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: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone No.: (    ) \_\_\_\_\_  
 Dates Served: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone No.: (    ) \_\_\_\_\_  
 Dates Served: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone No.: (    ) \_\_\_\_\_  
 Dates Served: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ City: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone No.: (    ) \_\_\_\_\_  
 Dates Served: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

*-End of ATTACHMENT B---*



## **EXHIBIT C – EXPERIENCE - RFP #10247**

Please describe at least three (3) projects your completed which, at a minimum, includes the following information:

**Project Name**

**Brief Project Description**

**Client Name**

**Client Contact Information**

Please include telephone number and address if possible.

**Size of Project**

Please include square footage and total cost.

**Name of General Contractor on Project**

*-End of ATTACHMENT C---*

*End of Proposal-*