



**COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3rd FLOOR
SALINAS, CA 93901-2439
(831) 796-1336**

**REQUEST FOR QUOTATIONS
#1050-*03**

**For
3/8" X No. 6 SCREENINGS
FOR THE
2010 CHIP SEAL PROJECT**

PUBLIC WORKS DEPARTMENT

**By
Jaime Ayala, Deputy Purchasing Agent
Contracts/Purchasing**

Final Quotations Due: 3:00 PM Friday, March 19, 2010

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GENERAL REQUIREMENTS SECTION

1.0 INTENT

It is the intent of this Request for Quotations (RFQ) to solicit quotations from qualified companies to provide 3/8" No. 6 Screenings for the Seal Coat 2010 Project throughout the County of Monterey. The County may abandon the project and may choose not to award to the lowest bidder if funding is not approved.

2.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|---------------------------------------|
| 2.1 | Issue RFQ | February 11, 2010 |
| 2.2 | Deadline for Written Questions | 3:00 p.m., Local Time, March 3, 2010 |
| 2.3 | Quotation Submittal Deadline | 3:00 p.m., Local Time, March 19, 2010 |
| 2.4 | Estimated Notification of Selection | March 29, 2010 |
| 2.5 | Estimated AGREEMENT Date | April 13, 2010 |

This schedule is subject to change as necessary.

3.0 COUNTY POINTS OF CONTACT

- 3.1 Questions and correspondence regarding this RFQ shall be directed to:

3.1.1 Quotation Format/Content **Jaime Ayala, Deputy Purchasing Agent**
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
PHONE: (831) 755-4998 / FAX: (831) 755-4969
Email: AyalaJ@co.monterey.ca.us

- 3.2 **ADDENDUMS:** CONTRACTORS, who received notification of this RFQ by means other than through a County of Monterey mailing, shall contact the person designated in Section 3.0 COUNTY POINTS OF CONTACT to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addendums that may be issued prior to the quotation submittal date. **IT IS THE CONTRACTORS' RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDUMS FOR THIS RFQ** 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. Addendums will be posted on the website the day they are released.

- 3.3 All questions regarding this RFQ 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(s) after the deadline for receipt of questions.
- 3.4 The deadline for submitting written questions regarding this RFQ is indicated in **GR Section 2.0 CALENDAR OF EVENTS**.
- 3.5 Questions submitted after the deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- 3.6 Prospective CONTRACTOR(s) shall not contact County officers or employees with questions or suggestions regarding this Request for Quotations without first contacting the persons listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

4.0 QUOTATION CONDITIONS, FORMAT AND CONTENT

- 4.1 To be considered responsive, Quotations should adhere to the following guidelines:
- 4.1.1 **Each CONTRACTOR(s) shall submit one (1) single sided original and three (3) copies of the proposed responses, with one (1) clearly marked “original”.**
 - 4.1.2 Quotations should be prepared on 8-1/2” x 11” paper and **bound** with front and back covers. Fold out charts, tables and spreadsheets may be included.
 - 4.1.3 Cover page shall show the name of the CONTRACTOR agency, address, telephone number, name of contact and e-mail and the subject: **REQUEST FOR QUOTATION #1050-*03, 3/8”xNo.6 SCREENINGS.**
 - 4.1.4 **Copies or facsimiles of the Monterey County Seal should not be used in any documents submitted in response to RFQ #1050-*03.**

A copy of any agreement proposed by the CONTRACTOR as part of their response to this RFQ must be submitted along with their quotation. 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 quotation should specify what, if any, terms of their quotation would be different if the County does not accept their proposed agreement, in whole or in part. **Contractor Agreements will not be considered if submitted after the Deadline for Quotations.** Refer to the clause titled “Agreement to Terms and Conditions”.

- 4.2 Completed and signed RFQ Signature/Pricing by a duly authorized officer of the proposing organization.

- 4.3 List of three (3) references wherein the firm has accomplished projects of similar scope and complexity.
- 4.4 Quotations should include any early payment discounts and/or incentives offered.
- 4.5 Submit any and all exceptions to this RFQ on separate pages and clearly mark the top of each page **“EXCEPTION TO MONTEREY COUNTY REQUEST FOR QUOTATION #1050-*03.”** Each exception shall include the page number, section item number and 3/8” x No. 6 screenings identification as appropriate.
- 4.6 The County reserves the right to cancel this contract, or any extension of this contract, without cause, with a thirty day (30) written notice, or with cause immediately.

5.0 SELECTION CRITERIA

- 5.1 The selection of CONTRACTOR(s) and subsequent contract award(s) will be based on the criteria contained in this Request for Quotation, as demonstrated in the submitted quotation. CONTRACTORS should submit information sufficient for the County to easily evaluate quotations with respect to the selection criteria. The absence of required information may cause the Quotation to be deemed non-responsive and may be cause for rejection.
- 5.2 The award will be made to the CONTRACTOR(s) who submits the best quotation for: 3/8” x No. 6 screenings per the specifications in this RFQ and will provide the lowest possible cost to the County of Monterey.
- 5.3 The selection criteria include, but are not limited to, the following:
 - 5.3.1 Ability of the CONTRACTOR(s) to provide the needed products including delivery.
 - 5.3.2 Lowest overall price based on individual stockpile sites.
 - 5.3.3 Sustained industry reputation for customer satisfaction in product, in resolving product problems and providing support as needed.
 - 5.3.4 Three (3) Client references.
 - 5.3.5 Availability of material to provide complete delivery once process has started.
- 5.4 **The County reserves complete discretion to award or not award for the purchase of these materials from this RFQ. All parties responding to this RFQ acknowledge and agree that they are solely responsible for all costs associated with preparation and submittal.**
- 5.5 **The County reserves the right to increase or decrease or delete any of the bid quantities enumerated in this RFQ.**

6.0 QUOTATION SUBMITTALS

- 6.1 **Quotations shall be received no later than 3:00 PM., March 19, 2010** at the Office of the Purchasing Manager, 168 West Alisal St., 3rd Floor, Salinas, CA 93901-2680.
- 6.2 All quotations must be submitted in sealed envelopes bearing on the outside, prominently displayed in the lower corner of the envelope, the proposer's name, address, and the RFQ #1050-*03 for which the quotation is submitted. **It is the sole responsibility of the vendor to see that the quotation is received by the due date and time. Postmarks and facsimilies will not be accepted.**
- 6.3 The County reserves the right to reject any and all quotations, or any part of any quotation, to postpone the opening date for its own convenience and to make an award(s) according to its own best interest.

7.0 PRICING

- 7.1 References to the Caltrans Specifications are made for descriptive purposes to guide the vendor in interpreting the requirements of the County.
- 7.2 **Each quotation shall contain the following pricing:**
- One unit price (\$/ton) and a total amount, delivered in accordance to Section 10.0, 'Scope of Service/Requirements' of this RFQ to a given stockpile location listed on Attachment 1, 'SC 09 Stockpile Locations and Quantities'.**
- Unit prices quoted for each stockpile location listed on Attachment 2, 'Pricing Page RFQ 1050-*03' shall be the price per ton of the screenings including sales tax on screenings only. No sales tax shall be applied on the freight. The unit price shall represent full compensation for each ton of screenings.**
- The total amount for each stockpile location shall be the product of the estimated quantities multiplied by the unit price.**
- The unit of measure for the emulsion quantities listed is U.S. standard measure of ton; consisting of 2,000 pounds avoirdupois.**
- 7.3 The County is subject to State and Local Sales Tax, which is currently at **8.25%**.
- 7.4 Quotations should include any **early discounts and/or incentives offered**. The subjected discounts **should be included** in the RFQ price and clearly identified.
- 7.5 The price quoted by vendor shall be effective from the date the quotation is submitted to the day the contract is awarded and to the day the product is accepted.

8.0 WARRANTY

- 8.1 All screenings delivered must meet minimum specifications for Medium Seal Coat Screenings (3/8" x No. 6) as stated in the May, 2006 edition of the State of California, Department of Transportation Standard Specifications, Section 37-1.02 and MCPWD (Monterey County Public Works Department) quality requirement for California Test 227, which is a minimum **Cleanness Value of 84**.

9.0 CONDITIONS

- 9.1 The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, and guarantee clauses shall be taken into considerations.
- 9.2 All materials quoted shall be subject to the requirements of the Surface Mining and Reclamation Act of 1975 (SMARA). Screenings shall be acquired only from the surface mine operators who are identified on AB 3098 List maintained by the Department of Conservation's Office of Mine Reclamation (OMR).

10.0 SCOPE OF SERVICE / REQUIREMENTS

- 10.1 Furnish and deliver the quantities of 3/8" x No.6 screenings to any or the entire stockpile locations listed on Attachment 1, 'SC 09 Stockpile Locations and Quantities'. The screenings must be delivered in "transfer type" or "semi" end-dump trucks. No payment will be made for any screenings delivered in the "bottom dump" trucks.
- 10.2 Each delivery must be accompanied with a "weight tag" which shall be signed at the time of delivery by an authorized County employee at the stockpile location. **No payment will be made for "weight tags" not signed by an authorized County employee.**
- 10.3 When making deliveries, the vendor must notify the applicable Road District Superintendent before 3:30 PM for any delivery the following day. The name and contact numbers will be issued to any awarded vendors.
- 10.4 No deliveries will be accepted on weekends or holidays observed by the County of Monterey or prior to 7:30 a.m. or after 4:00 p.m. unless prior authorization is received from the County of Monterey.
- 10.5 The County of Monterey shall not be liable for payment of any material hauled or transported on or over any public highway, bridge, or other structure(s) in excess of the total gross weight allowed by the State of California Vehicle Code (80,000 pounds). Payment for any delivery made in excess of the 80,000 pounds shall be adjusted by deducting the cost of the material causing the overload.

- 10.6 The minimum quantity of delivery will be **500 tons** per day for the whole project. Should the contract be awarded to more than one vendor, the minimum requirement will be prorated.
- 10.7 All screenings being quoted as delivered must be delivered prior to **May 7, 2010**.
- 10.8 The vendor is not required to bid on all stockpiles and should bid only those stockpiles that they can deliver within the above-mentioned delivery schedule deadlines.

Only one stockpile will be delivered at any given time by any one vendor; i.e., once a stockpile has been started, it must be completed before starting another stockpile. All stockpiles in the District will be completed prior to moving to another District. The order of delivery shall be determined by Public Works.

- 10.9 The Monterey County Public Works Department (MCPWD) will sample screenings at the source of supply and stockpile locations per Section 6-1.01 of the May 2006 State of California, Department of Transportation Standard Specifications, and applicable sections of the 2001 California Department of Transportation Construction Manual (Sections 6-101, 6-102, and Table 6-1.13 - Bituminous Seal – Screenings). All samples will be tested at the Monterey County Materials Laboratory or by a qualified testing laboratory contracted by the County prior to accepting any delivered materials. Samples will be taken prior to MCPWD staff forces handling delivered stockpiles. All screenings delivered must meet minimum specifications for Medium Seal Coat Screenings (3/8" x No.6) as stated in the May, 2006 Edition of the State of California, Department of Transportation Standard Specifications, Section 37-1.02, and MCPWD quality requirement for California Test 227, which is a minimum Cleanness Value of 84. If a sample fails to meet any of the quality tests required, the entire or part of the stockpile represented by such sample will be considered defective material as outlined in Section 6-1.04 of the 2006 State of California, Department of Transportation Standard Specifications. Monterey County reserves the right to disallow payment for any material not meeting specified standards.
- 10.10 Any vendor quoting rock and/or rock-delivery prices on this bid must strictly adhere to the State of California, Department of Transportation Standard Specifications, Sections 7, "Legal Relations and Responsibility" dated May 2006. The vendor must be aware of and comply with all State and Federal laws and local ordinances and regulations where they relate to rock/quarry products and the hauling thereof.

11.0 PREFERENCE FOR LOCAL CONTRACTORS

- 11.1 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.

- 11.2** Rights of First Refusal - Each local CONTRACTOR who participates in the original sealed Quotation process and is within five percent of the lowest responsible Quotation shall be provided the opportunity to reduce the local CONTRACTOR'S Quotation to the amount equal to the amount of the lowest responsible Quotation if the lowest responsible Quotation is submitted by other than a local CONTRACTOR. The opportunity to reduce Quotation 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 Quotations, then to each successive local eligible CONTRACTOR within five (5) percent of the lowest responsible CONTRACTOR in ascending order of the amount of Quotations.
- 11.3** "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.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

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

GENERAL PROVISIONS SECTION GP

GP 1.0 CONTRACT AWARDS

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

GP 2.0 QUOTATION 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 Quotation 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 Quotations, or part of any Quotation, to postpone the scheduled Quotation 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 Quotation and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- GP 2.3** Quotations 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 QUOTATIONS 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 Quotation is received at or before the specified time. Postmarks and facsimiles are not acceptable. Quotations 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 Quotation being declared as “non-responsive”.

GP 3.0 GENERAL FORMAT AND CONTENT

- GP 3.1** All submittals in response to this RFQ become the property of the County.. 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 Quotations should adhere to the following guidelines:
- GP 3.2.1** Quotations 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** Reproductions of the Monterey County Seal should not be used in any documents submitted in response to this solicitation.
 - GP 3.2.3** 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 3.2.4** A copy of any agreement proposed by the CONTRACTOR(s) as part of their response to this solicitation must be submitted along with their Quotation. 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 Quotation must specify what, if any,**

terms of their Quotation 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 Quotations. (Refer to Section GP 5.0 AGREEMENT TO TERMS AND CONDITIONS.)

GP 3.2.5 Submit complete documentation as listed in Section 5.0 **SELECTION CRITERIA.**

GP 3.2.6 To validate your Quotation, **submit the SIGNATURE PAGE with your quotation.** Quotations submitted without this page will be deemed non-responsive. Quotation 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 quotation.

GP 3.3 Submit one (1) single-sided original Quotation and three (3) single or double-sided copies of the CONTRACTOR'S proposed responses, with one (1) clearly marked "Original." (Total of four quotation packets.)

GP 4.0 QUOTATION 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. Quotations for equal items will be considered, provided the quotation clearly describes the article offered and its proposed equal in quality, utility and/or performance. Quotations 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 quotation 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:** Quotations are subject to acceptance at any time within 90 days after opening.

GP 4.6 **TAXES:** The County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

- GP 4.7** CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- GP 4.8** HAZARDOUS MATERIALS: Transportation of any hazardous materials to the County of Monterey must be done so in conformance with SARA Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that the County of Monterey shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. The County of Monterey shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. The County of Monterey does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage prior to delivery and acceptance by the County.
- GP 4.9** WARRANTY: The CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period.
- GP 4.10** Any discount offered by the CONTRACTOR(s) must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case, in the evaluation of Quotations, will a discount be considered that requires payment in less than 30 days.

GP 5.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR(s) selected through the solicitation process will be expected to execute a formal agreement with the County for the provision of the requested service. 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/quotation 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 QUOTATION FORMAT AND CONTENT**.

GP 6.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

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

prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of the CONTRACTOR.

GP 7.0 INDEMNIFICATION

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

GP 8.0 INSURANCE

GP 8.1 Evidence of Coverage:

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

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

GP 8.2 Qualifying Insurers:

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

GP 8.3 Insurance Coverage Requirements:

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

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

GP 8.4 Other Insurance Requirements.

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

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

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

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

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

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

GP 9.0 INVOICES

CONTRACTOR shall reference the AGREEMENT number and solicitation number on all invoices submitted to the County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services.

The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

GP 10.0 RIGHTS TO PERTINENT MATERIALS

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

GP 11.0 CONTRACT AUDITS

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

GP 12.0 NON-DISCRIMINATION

GP 12.1 During the performance of this contract, the CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The CONTRACTOR(s) shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

GP 12.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4

of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

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

GP 13.0 INDEPENDENT CONTRACTOR

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

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

GP 14.0 CONFLICT OF INTEREST

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

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT

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

RECITALS

- A. WHEREAS, the County has invited quotations through the Request for Quotations (RFQ # _____) for _____, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible quotation 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 quotation, the County hereby engages the CONTRACTOR to provide the services set forth in RFQ # _____ and in this AGREEMENT on the terms and conditions contained herein and in RFQ # _____. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFQ # _____ dated _____,
Addendum
CONTRACTOR'S Quotation dated _____, including all attachments
and exhibits, to RFQ # _____
CONTRACTOR'S quotation
AGREEMENT
Payment and Performance Bonds
Certificate of Insurance
Additional Insured Endorsements

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

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

1.0 SCOPE OF SERVICE

See Section 10.0, 'Scope of Service / Requirements'

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 _____
- 3.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 3.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 Invoice amounts shall be billed directly to the ordering department.
- 3.5 CONTRACTOR shall reference the AGREEMENT number and RFQ # 1050-*03 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. _____

QUOTATION PACKAGE SECTION

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFQ # 1050-*03
ISSUE DATE: FEBRUARY 11, 2010



RFQ TITLE: RFQ TITLE: 3/8" x No. 6 SCREENINGS for the 2009 CHIP SEAL PROJECT

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

3:00 P.M., LOCAL TIME, ON MARCH 19, 2010

THE COUNTY MAY ABANDON THE PROJECT AND MAY CHOOSE NOT TO
AWARD TO THE LOWEST BIDDER IF FUNDING BECOMES UNAVAILABLE. THE
COUNTY MAY CHOOSE TO INCREASE, DECREASE, OR DELETE ANY OF THE
QUANTITIES ENUMERATED IN THIS RFQ.

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO
Gina Encallado, Buyer II 831-796-1336

ADDRESS:
CONTRACTS/PURCHASING
OFFICER
COUNTY OF MONTEREY

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

BIDDERS MUST INCLUDE THE FOLLOWING ITEMS WITH THEIR QUOTATION:

☐ **SIGNATURE FORM** IN ACCORDANCE WITH **EXHIBIT A**, ATTACHED HERewith IN AN ORIGINAL AND THREE
COPIES

☐ **STOCKPILE LOCATIONS AND QUANTITIES** IN ACCORDANCE WITH ATTACHMENT 1 IN AN ORIGINAL AND
THREE COPIES

☐ **PRICING PAGE** IN ACCORDANCE WITH ATTACHMENT 2 IN AN ORIGINAL AND THREE COPIES

☐ **LIST OF SOURCES OF MATERIALS** IN ACCORDANCE WITH ATTACHMENT 3 IN AN ORIGINAL AND THREE
COPIES

☐ **REFERENCES** IN ACCORDANCE WITH ATTACHMENT 4

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

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

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

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE QUOTATION

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

Company Name: _____

Date: _____

Signature: _____

Phone: _____

Fax: _____

Printed Name: _____

Title: _____

E-mail: _____

Street Address/PO Box: _____

City: _____

State _____

ZIP: _____

License No. (if applicable): _____

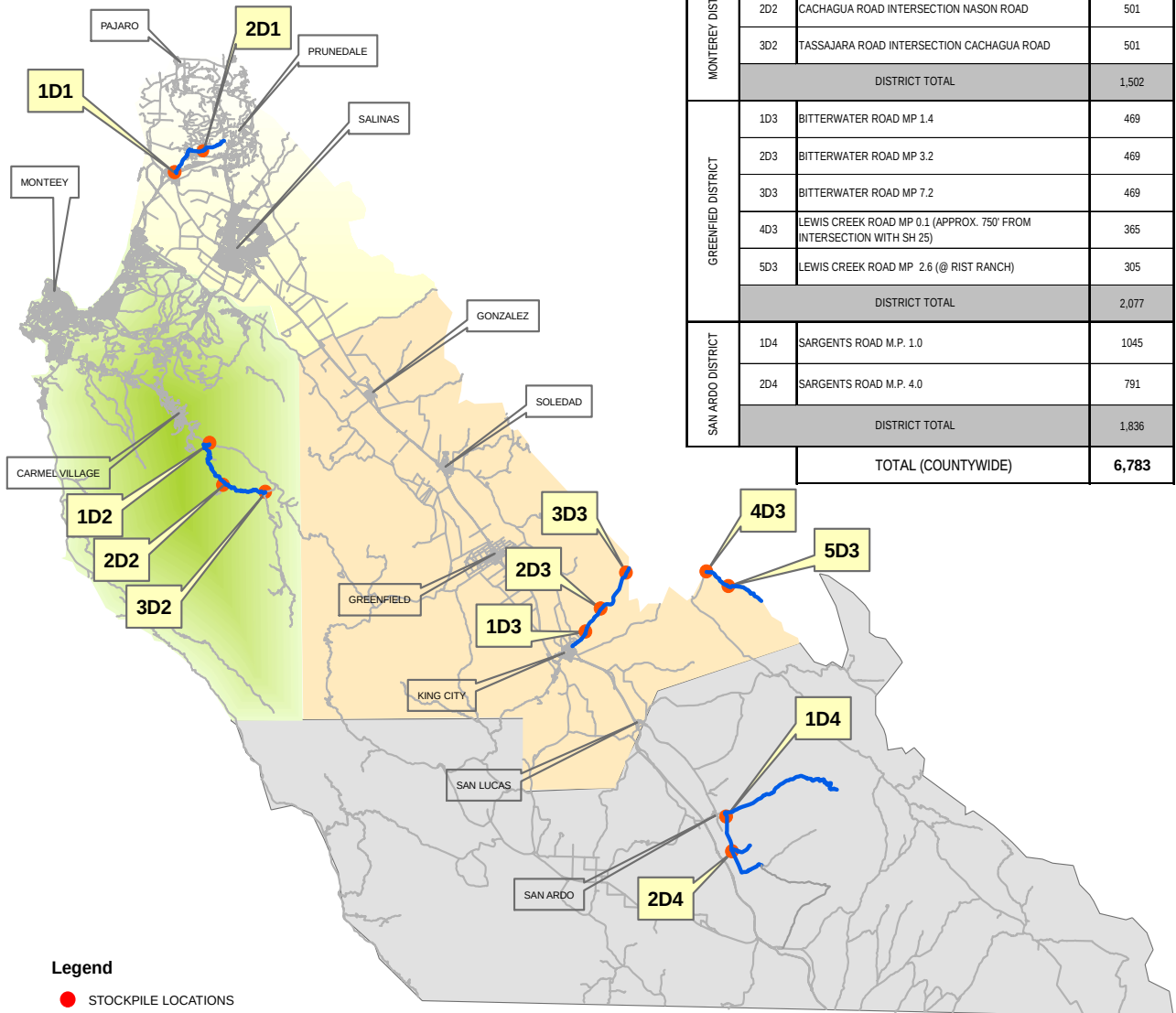
License Classification (if applicable): _____

ATTACHMENT 1: SC 09 STOCKPILE LOCATIONS AND QUANTITIES

SEAL COAT 2009 STOCKPILE LOCATIONS and QUANTITIES

3/8" x No. 6 SCREENINGS

	STOCK PILE NO.	LOCATION (Road Name and Description)	ESTIMATED TONNAGES
SAN MIGUEL DISTRICT	1D1	CASTROVILLE BLVD INTERSECTION COLLINS ROAD	684
	2D1	CASTROVILLE BLVD INTERSECTION ARCHER ROAD	684
	DISTRICT TOTAL		1,368
MONTEREY DISTRICT	1D2	CARMEL VALLEY ROAD INTERSECTION CACHAGUA ROAD	501
	2D2	CACHAGUA ROAD INTERSECTION NASON ROAD	501
	3D2	TASSAJARA ROAD INTERSECTION CACHAGUA ROAD	501
	DISTRICT TOTAL		1,502
GREENFIELD DISTRICT	1D3	BITTERWATER ROAD MP 1.4	469
	2D3	BITTERWATER ROAD MP 3.2	469
	3D3	BITTERWATER ROAD MP 7.2	469
	4D3	LEWIS CREEK ROAD MP 0.1 (APPROX. 750' FROM INTERSECTION WITH SH 25)	365
	5D3	LEWIS CREEK ROAD MP 2.6 (@ RIST RANCH)	305
	DISTRICT TOTAL		2,077
SAN ARDO DISTRICT	1D4	SARGENTS ROAD M.P. 1.0	1045
	2D4	SARGENTS ROAD M.P. 4.0	791
	DISTRICT TOTAL		1,836
		TOTAL (COUNTYWIDE)	6,783



Legend

- STOCKPILE LOCATIONS
- CHIP SEAL / FOG SEAL ROADS
- MONTEREY COUNTY ROADS
- SAN MIGUEL ROAD MAINTENANCE DISTRICT
- MONTEREY ROAD MAINTENANCE DISTRICT
- GREENFIELD ROAD MAINTENANCE DISTRICT
- SAN ARDO ROAD MAINTENANCE DISTRICT

ATTACHMENT 2: PRICING PAGE RFQ # 1050-*03

SEAL COAT 2008 STOCKPILE LOCATIONS and QUANTITIES 3/8" x No. 6 SCREENINGS

STKPILE NO.	LOCATION (ROADNAME and DESCRIPTION)	QUANTITY (TONS)	UNIT PRICE * (\$ / TON)	TOTAL AMOUNT (\$)
1D1	CASTROVILLE BLVD INTERSECTION COLLINS RD	684		
2D1	CASTROVILLE BLVD INTERSECTION ARCHER RD	684		
1D2	CARMEL VALLEY RD INTERSECTION CACHAGUA RD	501		
2D2	CACHAGUA RD INTERSECTION NASON RD	501		
3D2	TASSAJARA RD INTERSECTION CACHAGUA RD	501		
1D3	BITTERWATER RD MP 1.4	469		
2D3	BITTERWATER RD MP 3.2	469		
3D3	BITTERWATER RD MP 7.2	469		
4D3	LEWIS CREEK RD MP 0.1 (750' W/O INT. SH 25)	365		
5D3	LEWIS CREEK RD MP 2.6 (@ RIST RANCH)	305		
1D4	SARGENTS ROAD @ M.P. 1.0	1,045		
2D4	SARGENTS ROAD @ M.P. 4.0	791		

*** Refer to Section 7.2, page 7.**

ATTACHMENT 3: LIST OF SOURCES OF MATERILAS

RFQ 1050-*03 – PROVIDE 3/8” x No. 6 SCREENINGS

Per section 10.3 of RFQ 9950, Monterey County Public Works Department requires all interested bidders to list all sources of materials quoted in this request for quotation:

<u>MINE I.D.</u>	<u>MINE NAME</u>	<u>MINE OPERATOR</u>	<u>COUNTY</u>
------------------	------------------	----------------------	---------------

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

ATTACHMENT 4: REFERENCES

RFQ 1050-*03 – PROVIDE 3/8” x No. 6 SCREENINGS

REFERENCE 1:

VENDOR NAME:_____

CONTACT:_____

PHONE:_____

REFERENCE 2:

VENDOR NAME:_____

CONTACT:_____

PHONE:_____

REFERENCE 3:

VENDOR NAME:_____

CONTACT:_____

PHONE:_____