



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

**REQUEST FOR QUOTATION
#10368**

**FOR SEAL COAT 2012 PROJECT (FY 2013)
For Public Works**

**By:
Jaime Ayala
Deputy Purchasing Agent**

Quotations are due by 3:00 pm (PST) on Friday, July 6, 2012

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The Monterey County Department of Public Works, hereinafter referred to as “County”, is soliciting quotations from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide Screenings for the Seal Coat 2012 Project.
- 1.2 Provide 5/16” x No. 8 Screenings for scrub seal operations on Molera Road and Carmel Valley Road. Provide 3/8” x No. 6 Screenings for chip seal operations on Freeman Flat Road, Oasis Road, Lockwood San Lucas Road, Bunte Road, Pine Valley Road and Paris Valley Road.
- 1.3 This solicitation is not intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

2.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|---------------------------------------|
| 2.1 | Issue RFQ | Thursday, June 7, 2012 |
| 2.2 | Deadline for Written Questions | 3:00 p.m., PST, Friday, June 15, 2012 |
| 2.3 | Quotation Submittal Deadline | 3:00 p.m., PST, Friday, July 6, 2012 |
| 2.4 | Estimated Notification of Selection | August, 2012 |

This schedule is subject to change as necessary.

- 2.7 **FUTURE ADDENDA:** CONTRACTORS who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS’ SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS 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. Addenda will be posted on the website the day they are released.

3.0 COUNTY POINTS OF CONTACT

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

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

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

4.0 SCOPE OF WORK

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

- 4.2 The Scope of Work includes but is not limited to the following:

GENERAL:

- 4.2.1 Furnish and deliver the quantities of 5/16" x No. 8 and 3/8" x No.6 screenings for the Seal Coat 2012 Project, throughout Monterey County, listed in Attachment A, 'Stockpile Location and Quantities' of this RFQ at a designated day and time by the County.

- 4.2.2 Any vendor quoting material and delivery of material prices on this bid must strictly adhere to Sections 7, “Legal Relations and Responsibility to the Public” of the 2010 State of California, Department of Transportation Standard Specifications. 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.
- 4.2.3 The County 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.
- 4.3 Attention is directed to the Surface Mining and Reclamation Act (SMARA) of 1975, commencing in Public Resources Code, Section 2710, which establishes regulations pertinent to surface mining operations. Material from mining operations furnished for this project shall only come from permitted sites in compliance with the SMARA of 1975. The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site" of the 2010 State of California, Department of Transportation Standard Specifications. 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).
- 4.4 All screenings delivered shall conform to Section 37-1.02, “Materials” of the May 2006 State of California, Department of Transportation Standard Specifications and the following Monterey County material quality standards:
 - 4.4.1 One hundred percent (100%) by weight of the screenings shall consist of crushed particles as determined by California Test 205. A crushed particle is defined as a particle having two (2) or more mechanically fractured faces.
 - 4.4.2 The percentage composition by weight of screenings shall conform to medium fine 5/16” x No. 8 and medium 3/8” x No. 6 gradation of Section 37-1.02, “Materials” of the May 2006 State of California, Department of Transportation Standard Specifications.
 - 4.4.3 The minimum cleanness value (CV) quality requirement of the screenings shall be 86 in conformance with the requirements in California Test 227.
- 4.5 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.
- 4.6 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.
- 4.7 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.

- 4.8 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.
- 4.9 The minimum quantity of delivery will be **300 tons** per day for the whole project. Should the contract be awarded to more than one vendor, the minimum requirement will be prorated. All screenings being quoted as delivered must be delivered on or before August 3, 2012. A 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. Extensions may be granted upon approval of Monterey County.
- 4.10 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.
- 4.11 The County will sample screenings at the source of supply and stockpile locations per Section 6-1.01, "Source of Supply and Quality of Materials" 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 by a qualified testing laboratory contracted by the County prior to accepting any delivered materials. Samples at the stockpiles will be taken on the delivery trucks prior to dumping by a Monterey County staff handling stockpile deliveries.
- 4.12 If a sample fails to meet any of the quality tests required in Section 37-1.02, "Materials" of the May 2006 State of California, Department of Transportation Standard Specifications and the Monterey County material quality standards enumerated above for crushed particles and cleanness value, the entire or part of the stockpile represented by such sample will be considered defective material as outlined in Section 6-1.04, "Defective Materials" of the May 2006 State of California, Department of Transportation Standard Specifications. Monterey County reserves the right to reject and disallow payment for any material not meeting specified standards. All rejected screenings in the stockpiles shall be hauled away by the vendor at their own expense.

5.0 CONTRACT TERM

- 5.1 The term of the AGREEMENT(s) will be for a period of 6 months with an option to extend the Agreement for one (1) additional 6 month period.
- 5.2 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

6.0 QUOTATION/QUALIFICATIONS PACKAGE REQUIREMENTS

6.1 CONTENT AND LAYOUT:

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

Quotation or Qualifications Package Layout:
Organize and Number Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	SIGNATURE PAGE
	TABLE OF CONTENTS
Section 2	PROJECT EXPERIENCE AND REFERENCES (ATTACHMENT D)
Section 3	PRICING (ATTACHMENT B), LIST OF SOURCES OF SCREENINGS (ATTACHMENT C),
Section 4	EXCEPTIONS
Section 5	APPENDIX

Section 1 Requirements:

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

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

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

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

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Section 2, Project Experience & References:

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

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

Section 3, Pricing2:

Each quotation shall contain the following pricing in ‘Attachment B: Pricing Page’:

- One unit price (\$/ton) and a total amount, delivered in accordance to the provisions of this RFQ, to the location listed on ‘Attachment A: Location Map and Quantities’.
 - Unit prices quoted on ‘Attachment B: Pricing Page’ shall be the price per ton of each item delivered including sales tax on material only. No sales tax shall be applied on the freight. The unit price shall represent full compensation for each ton of delivered material.
 - The total amount for each item shall be the product of the quantity multiplied by the unit price.
 - The unit of measure for each quantity listed is U.S. standard measure of ton; consisting of 2,000 pounds avoirdupois.
- o List all sources of screenings quoted on ‘Attachment C RFQ 10368: List of Sources of Screenings’.
 - o The County is subject to State and Local Sales Tax, which is currently at **8.25%**.
 - o Quotations should include any **early discounts and/or incentives offered**. The subjected discounts **should be included** in the RFQ price and clearly identified.

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.

CONTRACTOR shall complete and submit pricing as per ATTACHMENT B – PRICING SHEET attached hereto.

Section 4, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY

SOLICITATION #” (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFQ or AGREEMENT.

Section 5, Appendix:

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

6.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted quotations or qualifications packages shall adhere to the following:

- 6.2.1 Four (4) sets of the quotation or qualifications package (one original quotation marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFQ #10368”. In addition, submit one (1) electronic version of the entire quotation or qualifications package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 6.2.2 Quotations or qualifications packages shall be prepared on 8-1/2” x 11” paper, preferably bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 6.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 6.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their quotation or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 6.2.5 To validate your quotation or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your quotation**. Quotations or qualifications packages submitted without that page will be deemed non-responsive. Quotation signature must be manual, in BLUE ink, and included with the original copy of the quotation. Photocopies of the Signature Page may be inserted into the remaining three quotation copies. All prices and notations must be typed or written in BLUE ink in the original quotation copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the quotation.

6.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the quotation or qualifications package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

7.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 7.1 Box Identification Requirements: ALL BOXES MAILED OR DELIVERED CONTAINING QUOTATION OR QUALIFICATIONS PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFQ #10368 and CONTRACTOR'S COMPANY NAME.**
- 7.2 Mailing Address: Quotation or qualifications packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 7.3 Due Date: Quotation or qualifications packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the quotation or qualifications package 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.
- 7.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 7.5 Acceptance: Quotations are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all quotation or qualifications packages, or part of any quotation or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible quotation or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 7.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Quotation or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 7.7 Compliance: Quotation or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 7.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

8.0 SELECTION CRITERIA

- 8.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted quotation. CONTRACTOR 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.
- 8.2 The selection criteria include, but are not limited to, the following:
- 8.2.1 The award will be made to the CONTRACTOR(s) who submits the best quotation per the specifications in this RFQ and will provide the lowest possible cost to the County of Monterey.
- 8.2.2 The selection criteria include, but are not limited to, the following:
- 8.2.2.1 Ability of the CONTRACTOR(s) to provide the needed products including delivery.
- 8.2.2.2 Lowest overall price as quoted on 'Total Bid' space of 'Attachment B RFQ NO. 10368: Pricing Page'. The 'Total Bid' shall be the sum of the 'Total Amount' for each item.
- 8.2.2.3 Sustained industry reputation for customer satisfaction in product, in resolving product problems and providing support as needed.
- 8.2.2.4 Three (3) Client references (RE: 'Attachment D: References' of this RFQ).
- 8.2.2.5 Availability of material to provide complete delivery once process has started.
- 8.2.2.6 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.
- 8.3 **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.**
- 8.4 **The County reserves the right to increase or decrease or delete any of the bid quantities enumerated in this RFQ.**

9.0 PREFERENCE FOR LOCAL CONTRACTORS

- 9.1 **The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded pursuant to requests for quotations or requests for quotations, the awarding authority may**

consider, as one of the factors in determining the most suitable quotation or quotation, whether or not a local supplier submits the quotation or quotation.

- 9.2 General Requirements: Each local supplier funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 9.3 Rights of First Refusal: Each local supplier who is within five percent of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five business days of the opening of bids, who is within five percent of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.
- 9.4 Definitions: For the purpose of this Section, the following terms have the meanings indicated:
 "Area" means Monterey County, San Benito County, and Santa Cruz County.
 "Bid" includes any competitive bid, whether formal or informal.
 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five consecutive years.
 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

10.0 CONTRACT AWARDS

- 10.1 Multiple Award(s): County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR at the sole discretion of and benefit to County.
- 10.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 10.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 10.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.

- 10.5 Notification: Unsuccessful CONTRACTORS who have submitted a Quotation or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 10.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.
- 10.7 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

11.0 SEQUENTIAL CONTRACT NEGOTIATION

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

12.0 AGREEMENT TO TERMS AND CONDITIONS

- 12.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the "**SAMPLE AGREEMENT SECTION**" herein. Submission of a signed bid/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 solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S quotation.

13.0 COLLUSION

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

14.0 RIGHTS TO PERTINENT MATERIALS

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

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

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

SAMPLE RECITALS

WHEREAS, County has invited quotations through the Request for Quotations (RFQ # _____) for _____, in accordance with the specifications set forth in this AGREEMENT; and

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

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

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

S1.0 PERFORMANCE OF THE AGREEMENT

S1.1 After consideration and evaluation of the CONTRACTOR'S quotation, the County hereby engages 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 _____, including all attachments and exhibits
Addendum (or Addenda) # _____
CONTRACTOR'S Quotation dated _____,
quotation AGREEMENT,
Certificate of Insurance
Additional Insured Endorsements

S1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S Quotation, RFQ # _____ including all attachments and exhibits, Addendum/Addenda, Certificate of Insurance, and Additional Insured Endorsements.

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

S2.0 SCOPE OF SERVICE

Scope of Work [As per RFQ# 10368] _____

S3.0 TERM OF AGREEMENT

- S3.1 The initial term shall commence with the signing of the AGREEMENT through and including _____, with the option to extend the AGREEMENT for _____ additional _____ year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- S3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- S3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

S4.0 COMPENSATION AND PAYMENTS

- S4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- S4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- S4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- S4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- S4.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S4.6 Tax:
S4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
S4.6.2 County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

S5.0 INVOICES AND PURCHASE ORDERS

- S5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Public Works Department at the following address:
- 168 W. Alisal St., 2nd Floor
Salinas, CA 93901
- S5.2 CONTRACTOR shall reference the RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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

S6.0 STANDARD INDEMNIFICATION

- S6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

S7.0 INSURANCE REQUIREMENTS

S7.1 Evidence of Coverage:

S7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

S7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

S7.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a

company of equal financial stability that is approved by County's Purchasing Officer.

S7.3 Insurance Coverage Requirements:

S7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

S7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

S7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

S7.4 Other Insurance Requirements:

S7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage

required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- S7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- S7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- S7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- S7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

S8.0 RECORDS AND CONFIDENTIALITY

- S8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- S8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- S8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- S8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

S9.0 NON-DISCRIMINATION

- S9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- S9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of

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

- S9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- S10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- S10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

S11.0 CONFLICT OF INTEREST

- S11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

S12.0 COMPLIANCE WITH APPLICABLE LAWS

- S12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- S12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances,

regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

- S12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

S13.0 NOTICES

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

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

Notices mailed or faxed to the parties shall be addressed as follows:

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

TO CONTRACTOR:

Name
 Address

Tel. No. _____

FAX No. _____

Email _____

S14.0 LEGAL DISPUTES

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

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

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

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

<i>COUNTY Signature</i> <i>Printed Name</i> <i>Title</i> <i>Date</i>	<i>CONTRACTOR Signature</i> <i>Printed Name</i> <i>Title</i> <i>Date</i>
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--END OF SAMPLE AGREEMENT SECTION--

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

SIGNATURE PAGE

COUNTY OF MONTEREY

CONTRACTS/PURCHASING DIVISION

RFQ #10368

ISSUE DATE: JUNE 7, 2012



RFQ TITLE: SEAL COAT 2012 PROJECT (FY 2013)

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

3:00 P.M., LOCAL TIME, ON FRIDAY, JULY 6, 2012

MAILING ADDRESS:

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

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO
JAIME AYALA, DEPUTY PURCHASING AGENT, AYALAJ@CO.MONTEREY.CA.US,
(831) 755-4998

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

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 6.1 HEREIN

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 SOLICITATION.**

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: _____

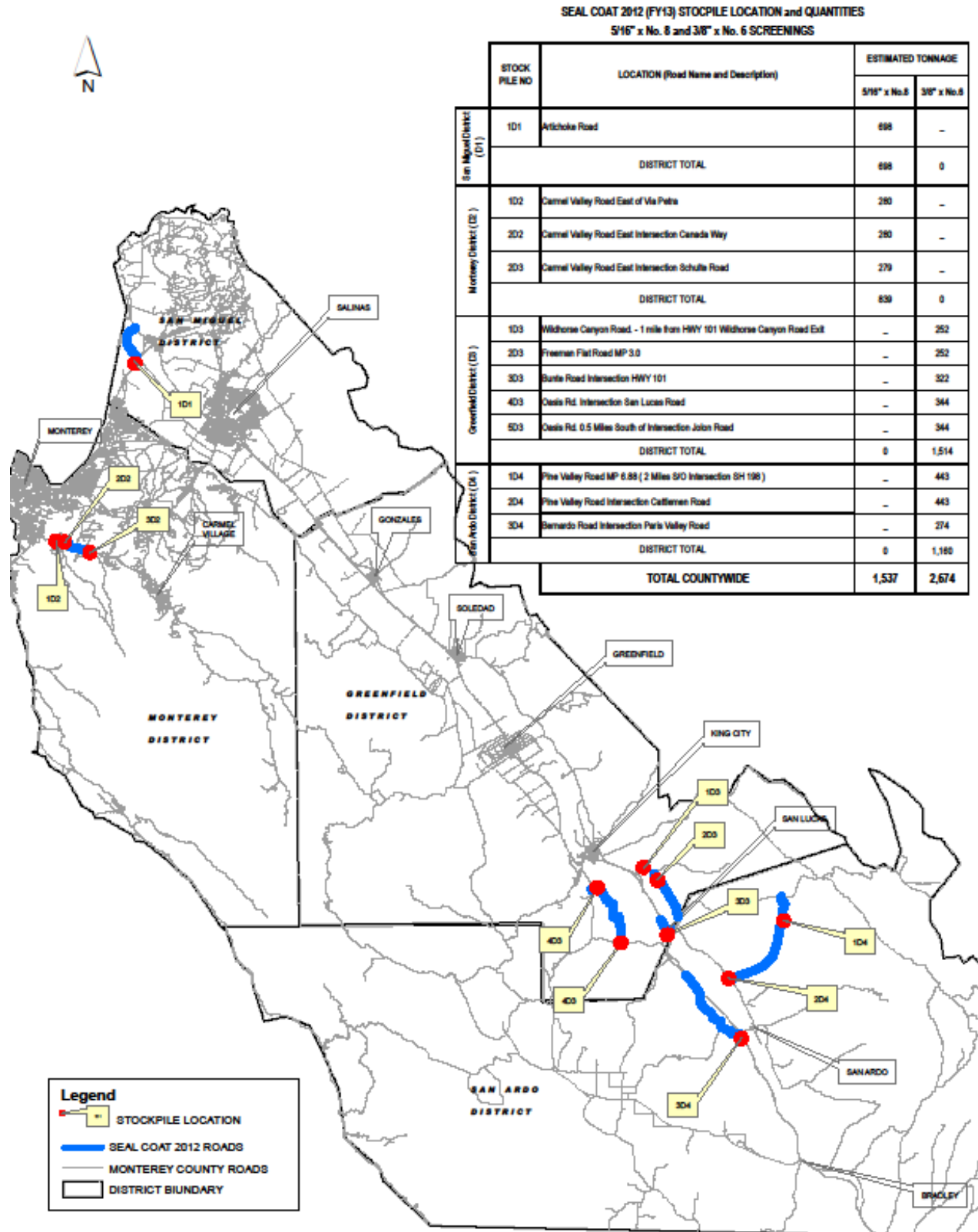
State: _____

ZIP: _____

License No. (if applicable): _____

License Classification (if applicable): _____

ATTACHMENT A : STOCKPILE LOCATION AND QUANTITIES



ATTACHMENT B: PRICING PAGE

SEAL COAT 2012 (FY13) STOCKPILE LOCATION and QUANTITIES

5/16" x No. 8 and 3/8" x No. 6 SCREENINGS

STOCK PILE NO.	LOCATION (Road Name and Description)	QUANTITY (TONS)		UNIT PRICE *	TOTAL
		5/16" x No.8	3/8" x No.6	(\$ / TON)	(\$)
1D1	Artichoke Road	698	—		
1D2	Carmel Valley Road East of Via Petra	280	—		
2D2	Carmel Valley Road East Intersection Canada Way	280	—		
3D2	Carmel Valley Road East Intersection Schulte Road	279	—		
1D3	Wildhorse Canyon Road. - 1 mile from HWY 101 Wildhorse Canyon Road Exit	—	252		
2D3	Freeman Flat Road MP 3.0	—	252		
3D3	Bunte Road Intersection HWY 101	—	322		
4D3	Oasis Rd. Intersection San Lucas Road	—	344		
5D3	Oasis Rd. 0.5 Miles South of Intersection Jolon Road	—	344		
1D4	Pine Valley Road MP 6.88 (2 Miles S/O Intersection SH 198)	—	443		
2D4	Pine Valley Road Intersection Cattlemen Road	—	443		
3D4	Bernardo Road Intersection Paris Valley Road	—	274		
* UNIT PRICE SHALL INCLUDE 8.25% SALES TAX					

ATTACHMENT C: LIST OF SOURCES OF SCREENINGS

Per section 9.2, page 6 of this RFQ, Monterey County Department of Public Works 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>
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1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

ATTACHMENT D: REFERENCES

REFERENCE 1:

VENDOR NAME:_____

CONTACT:_____

PHONE:_____

REFERENCE 2:

VENDOR NAME:_____

CONTACT:_____

PHONE:_____

REFERENCE 3:

VENDOR NAME:_____

CONTACT:_____

PHONE:_____