



**COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990**

**REQUEST FOR PROPOSALS
#10555**

**To provide
Salinas Valley Tourism
Marketing and Promotional Services
For
County of Monterey Economic Development Department**

Proposals are due by 3:00 pm (PST) on November 17, 2015



(THIS PAGE INTENTIONALLY LEFT BLANK)

TABLE OF CONTENTS:

SOLICITATION DETAILS SECTION 5

1.0 INTENT 6

2.0 BACKGROUND 6

3.0 CALENDAR OF EVENTS 7

4.0 COUNTY POINTS OF CONTACT 7

5.0 SCOPE OF WORK..... 8

6.0 CONTRACT TERM..... 9

7.0 LICENSING/SECURITY REQUIREMENTS 10

8.0 PROPOSAL PACKAGE REQUIREMENTS 10

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS 13

10.0 SELECTION CRITERIA 14

11.0 PRICING..... 17

12.0 PREFERENCE FOR LOCAL CONTRACTORS 17

13.0 CONTRACT AWARDS..... 18

14.0 SEQUENTIAL CONTRACT NEGOTIATION..... 19

15.0 AGREEMENT TO TERMS AND CONDITIONS 19

16.0 COLLUSION..... 19

17.0 RIGHTS TO PERTINENT MATERIALS 19

18.0 PIGGYBACK CLAUSE..... 20

SAMPLE AGREEMENT SECTION 21

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR 22

SAMPLE RECITALS..... 22

S1.0 PERFORMANCE OF THE AGREEMENT 22

S2.0 SCOPE OF SERVICE 23

S3.0 TERM OF AGREEMENT 23

S4.0 COMPENSATION AND PAYMENTS..... 23

S5.0 INVOICES AND PURCHASE ORDERS 24

S6.0 STANDARD INDEMNIFICATION..... 25

S7.0 INSURANCE REQUIREMENTS..... 25

S8.0 RECORDS AND CONFIDENTIALITY 27

S9.0 NON-DISCRIMINATION 28

S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS 29

S11.0 CONFLICT OF INTEREST..... 29

S12.0 COMPLIANCE WITH APPLICABLE LAWS 29

S13.0 DRUG FREE WORKPLACE 30

S14.0 TIME OF ESSENCE..... 30

S15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH 30

S16.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT..... 31

S17.0 FORCE MAJEURE..... 31

S18.0 TRAVEL REIMBURSEMENT 31

S19.0 BACKGROUND CHECKS 32

S20.0 DAMAGE..... 32

S21.0 INTELLECTUAL PROPERTY RIGHTS..... 32

S22.0 PATENT AND COPYRIGHT INDEMNITY 33

S23.0 NOTICES 33
S24.0 LEGAL DISPUTES 34
ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE..... 35
ATTACHMENT A: PRICING SHEET 36
ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM 37
SIGNATURE PAGE 38



SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey, through its Economic Development Department, hereinafter referred to as “County”, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to market and promote the Salinas Valley as a leisure, tourism, and visitor destination for those seeking agricultural, culinary, hospitality and wine tasting experiences, thereby generating increased revenue to Monterey County.
- 1.2 This solicitation is intended to create a single, exclusive service AGREEMENT.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles.
- 2.2 Request for Proposals #10555 will solicit an organization to generate new revenues—not currently collected or received by Monterey County—through promoting agricultural, hospitality, recreation, tourism and winery tour activities in the greater Salinas Valley. Focus is on generating revenues in Monterey County between the southern boundaries of Santa Cruz County to the northern border of San Luis Obispo County, excluding coastal areas, during the period of *January 1, 2016 through December 31, 2016*. The County seeks CONTRACTOR(s) who will abide by all local, state, and federal regulations and who are also capable of providing all labor, materials, tools, equipment and supervision, in the course of providing Marketing and Promotional services.
- 2.3 Monterey County currently contracts for convention and visitor promotion services that generate revenue flowing back to the County General Fund. Revenue that the selected contractor generates from added tourist activity in the Salinas Valley is expected to significantly exceed the \$100,000 contract amount to insure that this expenditure of public funds is appropriate and well-founded. Revenue generated from added tourist activities assist in funding the Sheriff’s Department, the Parks Department, and in providing other valuable services to the residents of Monterey County and to visitors who explore and stay in Monterey County.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|--|
| 3.1 | Issue RFP | October 14, 2015 |
| 3.2 | Deadline for Written Questions | 3:00 p.m., PST, Thursday, October 29, 2015 |
| 3.3 | Proposal Submittal Deadline | 3:00 p.m., PST, Tuesday, November 17, 2015 |
| 3.4 | Estimated Notification of Selection | December 2015 |
| 3.5 | Estimated AGREEMENT Date | January 2016 |

This schedule is subject to change as necessary.

- 3.6 **FUTURE ADDENDA:** CONTRACTORS, who receive notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in COUNTY POINTS OF CONTACT, Section 4.0, 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 TO THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:
- | | |
|--------------------------------|---|
| Primary Contact for the County | <p>DeAundra Lewelling Deputy Purchasing Agent 1488 Schilling Place Salinas, CA 93901 PHONE: (831) 755.4998 FAX: (831) 755.4969 Email: LewellingDL@co.monterey.ca.us</p> |
|--------------------------------|---|
- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known, interested CONTRACTOR(s) after the deadline for receipt of questions.

- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS, Section 3.0**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR(s) shall not contact County officers or employees with questions or suggestions regarding this solicitation, except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform, with its own organization, contract work amounting to not less than 50 percent of the original total contract price. 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 price before computing the amount of work required to be performed by CONTRACTOR(s)' organization.

The SCOPE OF WORK includes, but is not limited to the following:

- 5.2 CONTRACTOR must collaborate with the County of Monterey Economic Development Department in the following ways:
 - 5.2.1 Provide services that compliment and partner with existing visitor and tourism service providers and program providers within Monterey County, within the State of California, nationally, and when warranted internationally, to increase Transient Occupancy Tax (TOT) collected by the County of Monterey.
 - 5.2.2 Provide written progress reports on a quarterly basis, with each quarterly invoice, for review by the Economic Development Department.
 - 5.2.2.1 Payment for services rendered is conditioned upon County approval of each progress report, as received, and achievement of goals and deliverables agreed upon.
 - 5.2.3 Describe how the proposed program aligns with and promotes the county economic pillars of Agriculture, Education, Research and Tourism.
 - 5.2.4 Identify program performance measurements (e.g. jobs created, increased TOT revenue, and/or other economic activities) to track program success.
 - 5.2.5 Describe how the proposed program will produce positive Return-On-Investment (ROI) to the County in the form of added collection of sales tax, transient occupancy tax, property tax and job creation, over and above the \$100,000 contract amount.
 - 5.2.6 Identify primary and secondary markets to be targeted and the intended message for each identified market.
 - 5.2.7 Plan and budget for integration of current marketing campaign and materials into the proposed plan.

- 5.2.8 Provide a plan for leveraging other tourism association marketing opportunities to benefit and enhance tourism in the greater Salinas Valley.
- 5.2.9 Develop marketing media (print, video, radio, and internet) including description of media quantities, targeted audience, and message.
- 5.2.10 Identify media outlets to be used and corresponding geographic/demographic target(s).
- 5.2.11 Develop media delivery schedule and media launch timeline to deliver the services specified in the program proposal.
- 5.2.12 Develop strategy for providing outreach and marketing support for area festivals and events designed to attract out of area visitors to the greater Salinas Valley.
- 5.2.13 Provide names, addresses, telephone numbers, and email addresses of clients for whom the CONTRACTOR has recently performed tourism promotion services, including a sample of product(s) delivered.
- 5.2.14 Provide a proposed budget for the contracted services, inclusive of travel, administrative costs, subcontracted services, media development, and delivery of all specified program activities.
- 5.2.15 Develop measures to assess the impact of contract performance, including strategy to measure economic impacts to greater Salinas Valley area businesses.
- 5.2.16 Provide a timeline for delivery of services, to be accomplished in the term specified in section 6.0, that meet the identified core objectives within this RFP.
- 5.2.17 Describe, in detail, CONTRACTOR's operations and experience with providing tourism and/or marketing services within the past 3 years.
- 5.2.18 Provide a brief description of the activities that are planned, if CONTRACTOR is awarded a contract for tourism and marketing services.

5.3 **Performance Reports:**

- 5.3.1 CONTRACTOR shall produce performance reports in a format as provided in the agreement resulting from this RFP. These reports shall be submitted to the County Economic Development Department for review and approval. Payment of CONTRACTOR's invoices is conditioned upon County approval.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of one (1) year, from the date of execution.
- 6.2 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that the insurance and required licenses, under both state and local jurisdiction laws, are current during the full term of the AGREEMENT.
- 7.3 CONTRACTOR shall be required to submit appropriate, State-level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.
- 7.3.1 A California licensed Investigator must perform the required State-level criminal background check(s), which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.
- 7.3.2 CONTRACTOR is responsible for the cost of the State-level criminal background check(s).

8.0 PROPOSAL PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

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

Proposal Package Layout;
Organize and Number Sections as Follows:

| | |
|-----------|--|
| Section 1 | COVER LETTER (INCLUDING CONTACT INFO) |
| | SIGNATURE PAGE |
| | RECEIPT OF SIGNED ADDENDA (IF ANY) |
| | TABLE OF CONTENTS |
| Section 2 | PROPOSED SCOPE-OF-WORK |
| Section 3 | PROJECT EXPERIENCE AND REFERENCES |
| Section 4 | STATEMENT TO SERVICE FOCUSED ON THE SALINAS VALLEY |
| Section 5 | ENVIRONMENTALLY FRIENDLY PRACTICES |
| Section 6 | PRICING (Attachment A) |
| Section 7 | EXCEPTIONS |

Section 8 | APPENDIX

Section 1, Requirements:

Cover Letter: All proposals must be accompanied by a cover letter, not exceeding two pages, and should provide firm information and Contact information 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 CONTRACTOR has been in existence.

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

Table of Contents**Section 2, Pre-Qualifications/Licensing Requirements:**

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

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff, and their qualifications and experience, who will perform the services identified in CONTRACTOR's proposal.

Experience & References: CONTRACTOR shall describe at least three (3) similar projects for which it provided services similar to the scope of work described in this RFP. Please include phone number and email address of CONTRACTOR's prior clients, if possible, as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such

as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005, up to and including the present day.

Section 4, Statement to Service- Focused on the Salinas Valley:

Include a statement acknowledging which of the following locations your company is able to provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Soledad, King City, and as far reaching in the South County as the San Luis Obispo County border.

Include a statement acknowledging which locations (by region or by city/town) in the greater Salinas Valley your company is able to provide services to, in the area between the southern boundaries of Santa Cruz County to the northern border of San Luis Obispo County, excluding coastal areas.”

If certain locations are to include added fees for travel time, please indicate as such in this statement.

Section 5, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business, as relevant to County’s Climate-Friendly Purchasing Policy (*Reference: www.co.monterey.ca.us/admin/policies.htm*).

CONTRACTOR shall indicate whether or not it is a ‘Green Certified’ Business and state which governing authority administered the certification.

Section 6, Pricing:

CONTRACTOR shall complete and submit a detailed budget, itemizing the services to be provided and the cost associated with each identified service.

Section 7, 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 #10555.” Each Exception shall reference the page number and section number of this RFP, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or any resulting agreement. In the absence of any submitted Exception, CONTRACTOR is deemed to have agreed to the terms of this RFP and the provisions set forth in the included SAMPLE AGREEMENT, as set forth in section 15.0.

Section 8, Appendix:

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

8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal packages shall adhere to the following:

- 8.2.1 Six (6) sets of the proposal (one original proposal marked “Original” plus five copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10555”. Additional copies may be requested by the COUNTY at its discretion.
- 8.2.2 Proposals packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed 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.
- 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package, but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal 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.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND MUST BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10555 and CONTRACTOR’S COMPANY NAME.**

- 9.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified in Section 3.0, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 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 CONTRACTOR.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal 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 responsive proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately, as specified in this RFP.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described in this RFP, or that fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on meeting the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include, but are not limited to, the following:

- 10.2.1 Demonstrated ability to collaborate with the Monterey County Economic Development Department staff, and ability to work independently on marketing and promotion of the greater Salinas Valley, as defined in section 2.0, to increase County tax revenues and generate new jobs.
- 10.2.2 Demonstrated ability to increase Return-On-Investment (ROI) to the County in the form of increased sales tax, transient occupancy tax, and property tax collections, and job creation, in amounts over and above the \$100,000 contract amount.
- 10.2.3 A minimum of three (3) years prior experience conducting marketing and promotional programs related to the Salinas Valley.
- 10.2.4 Proof of positive past performance on marketing and promotion, as evidenced by performance reviews from past or current clients. (Include with your proposal, three (3) written references from previous and similar projects.)
- 10.2.5 Demonstrated knowledge of Monterey County tourism in the Salinas Valley, especially knowledge of strengths and weaknesses compared to similar markets that compete with the Salinas Valley for tourist activity.
- 10.2.6 Adequate, competent staff, with appropriate skills, assigned to work on the marketing and promotion activities agreed-upon.
- 10.2.7 Experience producing all types of media marketing materials.
- 10.2.8 Access to or ownership of software that enables the statistical analysis of marketing and promotional data.
- 10.2.9 Demonstrated management and financial capability to effectively and efficiently deliver the proposed activities and deliverables. Management capability includes:
 - 10.2.9.1 Financial stability; provision of CONTRACTOR's most recent year's tax returns
 - 10.2.9.2 Effective, efficient project delivery
 - 10.2.9.3 Self-monitoring for contract compliance
 - 10.2.9.4 Achievement of contract objectives
 - 10.2.9.5 Appropriate records maintenance, readily subject to audit
 - 10.2.9.6 Meeting/exceeding performance standards
- 10.2.10 Submission of an offer which will be subject to adjustment, according to County needs, as conveyed by the Monterey County Economic Development Department; and
- 10.2.11 Willingness to provide additional detailed information and/or documentation that validates any and all responses to this RFP, to the satisfaction of the Monterey County Economic Development Department staff.

| Selection Criteria | MAX POINTS |
|--|------------|
| <p>Relevant Project Experience</p> <ul style="list-style-type: none"> ▪ <i>Provide a detailed description of your operations and experience with providing tourism and/or marketing services within the past 3 years.</i> | 15 pts |
| <p>Proven Financial Stability</p> <ul style="list-style-type: none"> ▪ <i>Include previous year's tax returns (financial)</i> | 20 pts |
| <p>Demonstrated Added Value to County</p> <ul style="list-style-type: none"> ▪ <i>Describe how you will produce a Return-On-Investment (ROI) to the County in the form of increases in sales tax, transient occupancy tax, or property tax collections, or job creation, over and above the \$100,000 contract amount.</i> ▪ <i>Demonstrate ways you will generate over \$100,000 in new earned media from newspaper, magazine, radio and television.</i> | 20 pts |
| <p>Planning and Project Management Narrative</p> <ul style="list-style-type: none"> ▪ <i>List measurable tasks, milestones, and deliverables that will be accomplished and the timeline for accomplishment with the contract term specified in Section 6.0.</i> ▪ <i>Describe how your proposal aligns with and promotes the county economic pillars of Agriculture, Education, Research and Tourism;</i> ▪ <i>Identify program performance measurements (i.e. target jobs created, increased revenue and/or economic activities) that will track program outcome;</i> ▪ <i>Describe the process and steps you will use to implement and ensure high quality marketing and promotion of the Salinas Valley.</i> ▪ <i>Provide a brief description of the activities planned, if you are awarded a contract for tourism and marketing services.</i> ▪ <i>Propose measures to assess impact of contract performance, including measurement of economic impacts to area businesses.</i> | 20 pts |
| <p>Line Item Budget & Budget Narrative</p> <ul style="list-style-type: none"> ▪ <i>Complete and submit a detailed budget.</i> ▪ <i>Include a budget narrative and overall budget total that matches to specific tasks in the project work plan and timeline.</i> | 10 pts |
| <p>Project References</p> <ul style="list-style-type: none"> ▪ <i>List the last three projects of this nature that you have completed. Provide project descriptions, references, the costs of work completed, and the outcome/success of your projects, including how these outcomes/successes are measured and quantified.</i> | 10 pts |
| <p>Local Business Preference</p> <ul style="list-style-type: none"> ▪ <i>Indicate whether you are a local business, meeting the criteria set forth in Section 12.0 of this RFP and submit documentation thereof, as set forth in section 12.0 of this RFP.</i> | 5 pts |

10.3 AGREEMENT award(s) will not be based on cost alone.

- 10.4 To the extent personnel and equipment are to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR’S equipment prior to award of the agreement.
- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.
- 10.6 The award made from this RFP is subject to approval by the County Board of Supervisors.

11.0 PRICING

- 11.1 CONTRACTOR(s) will complete and submit a detailed budget for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in the detailed budget shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the entire one-year term of the AGREEMENT.
- 11.3 Prior to the start of the project, the County, through its Economic Development Department, and CONTRACTOR(s) will mutually agree upon the budget for the project.
 - 11.3.1 County will provide a defined scope of work
 - 11.3.2 Pricing may be based upon an hourly rate, or by the project, based upon CONTRACTOR’s proposal and agreement to the proposed pricing method by the County.
- 11.4 Invoicing by CONTRACTOR(s) will clearly itemize the services provided and attendant cost of those services; it shall include, but is not limited to, the following:
 - 11.4.1 the County Department receiving services;
 - 11.4.2 the purchase order number under which the invoice is to be charged;
 - 11.4.3 the services provided;
 - 11.4.4 the dates of services.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 **Local Preference Policy:** The County desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the County. A *five percent (5%) preference* will be applied to the scoring evaluation for a firm that qualifies as a Local Vendor. Local Vendor is defined as:
 - 12.1.1 Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within Monterey County, Santa Cruz County, or San Benito County (the “Area”). Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area, or by one of the three counties within the Area when the

- address is located in an unincorporated area within one of the three counties; and
- 12.1.2 Vendor employs at least one full time employee within the Area, or if the business has no employees, the business must be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the Area; and
- 12.1.3 Vendor's business must have been in existence, in Vendor's name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for proposals for the County; and
- 12.1.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualify for the preference; and
- 12.1.5 If applicable, vendor must possess a valid resale license from the State Franchise Tax Board showing vendor's local address within the Area and evidencing that payment of the local share of the sales tax goes to either a city within the Area or to one of the three counties within the defined Area.
- 12.2 A firm seeking to be recognized as a Local Vendor for purposes of this procurement must register as a local vendor with the County via the Vendor Registration Link: Vendor Self Service (VSS) located at <http://www.co.monterey.ca.us/admin/vendorinfo.htm>, and submit the *Local Business Declaration Form* with their proposal (**Attachment B**).

13.0 CONTRACT AWARDS

- 13.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 13.2 Board of Supervisors: The award(s) made from this solicitation is subject to approval by the County Board of Supervisors.
- 13.3 Interview: 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.
- 13.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 13.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 13.6 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.

14.0 SEQUENTIAL CONTRACT NEGOTIATION

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

15.0 AGREEMENT TO TERMS AND CONDITIONS

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

16.0 COLLUSION

- 16.1 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.

17.0 RIGHTS TO PERTINENT MATERIALS

- 17.1 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.

18.0 PIGGYBACK CLAUSE

- 18.1 CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: ____ Yes ____ No.
- 18.2 CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

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

SAMPLE RECITALS

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

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

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

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

S1.0 PERFORMANCE OF THE AGREEMENT

S1.1 After consideration and evaluation of the CONTRACTOR’S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # _____ and in this AGREEMENT on the terms and conditions contained herein and in RFP # _____. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- This AGREEMENT including all its attachments, Exhibits and Appendix
- RFP # _____ Addendum (or Addenda) # _____
- RFP # _____ dated _____, including all attachments and exhibits
- CONTRACTOR’S Proposal dated _____,
- 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 including all Attachments, Exhibits and Appendix, RFP # _____

Addendum/Addenda #__, RFP #_____ including all attachments and exhibits, 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.
- S1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 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

[_____]

S3.0 TERM OF AGREEMENT

- S3.1 The initial term shall commence with the signing of this AGREEMENT through and including one (1) year.
- S3.2 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. Termination of this AGREEMENT shall not terminate CONTRACTOR's duty to defend, indemnify and hold harmless the County, as further provided, nor terminate CONTRACTOR's obligation to maintain sufficient insurance, as further provided.

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 entire term of this AGREEMENT. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- S4.3 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.
- S4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S4.5 Tax:
 - S4.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - S4.5.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

S5.0 INVOICES AND PURCHASE ORDERS

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

- S5.2 CONTRACTOR shall reference the RFP 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 amendment to this AGREEMENT.

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. Notwithstanding any other provision of this Agreement, CONTRACTOR's duty to defend, indemnify and hold harmless the County County survives the termination of this AGREEMENT for a term to include the statute of limitations applicable to claims arising from CONTRACTOR's performance of this AGREEMENT.

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 coverages, 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.

S7.3.1.2 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.

S7.3.1.3 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.

S7.3.1.4 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 surviving term of CONTRACTOR's obligation to defend, indemnify and hold harmless the County, as set forth above.

- 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 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- S10.3 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

S11.0 CONFLICT OF INTEREST

- S11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.
- S11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

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 DRUG FREE WORKPLACE

S13.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

S14.0 TIME OF ESSENCE

S14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

S15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

S15.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written

plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

S15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

S16.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

S16.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

S17.0 FORCE MAJEURE

S17.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

S17.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

S17.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

S18.0 TRAVEL REIMBURSEMENT

S18.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

S19.0 BACKGROUND CHECKS

S19.1 CONTRACTOR shall be required to obtain State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the

S19.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background check costs unless otherwise informed by County. In some circumstances, a specific County department may request that County Sheriff's Office perform the background checks.

S19.1.2 All CONTRACTOR personnel who are designated to provide services at any of the County Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office specifically.

S20.0 DAMAGE

S20.1 CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or his employee while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

S21.0 INTELLECTUAL PROPERTY RIGHTS

S21.1 All data provided by County belongs to County. All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of County. Use or distribution of County data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from County.

S21.2 For systems hosted or stored on equipment not owned by County, CONTRACTOR shall furnish all data to County upon request by County at any time during the term of this AGREEMENT in a useable format as specified by County and at no additional cost to County.

S21.3 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary

information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

S22.0 PATENT AND COPYRIGHT INDEMNITY

S22.1 CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“CONTRACTOR Products”) provided to County under this AGREEMENT infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless County, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.

S22.1.1 If CONTRACTOR is obligated to defend County pursuant to this Section 24.0 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.

S22.1.2 In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for County the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

S22.2 County retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR products infringe any patent, copyright, or other intellectual property right.

S23.0 NOTICES

S23.1 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 principal 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
1488 Schilling Place
Salinas, CA 93901
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Name _____
Address _____

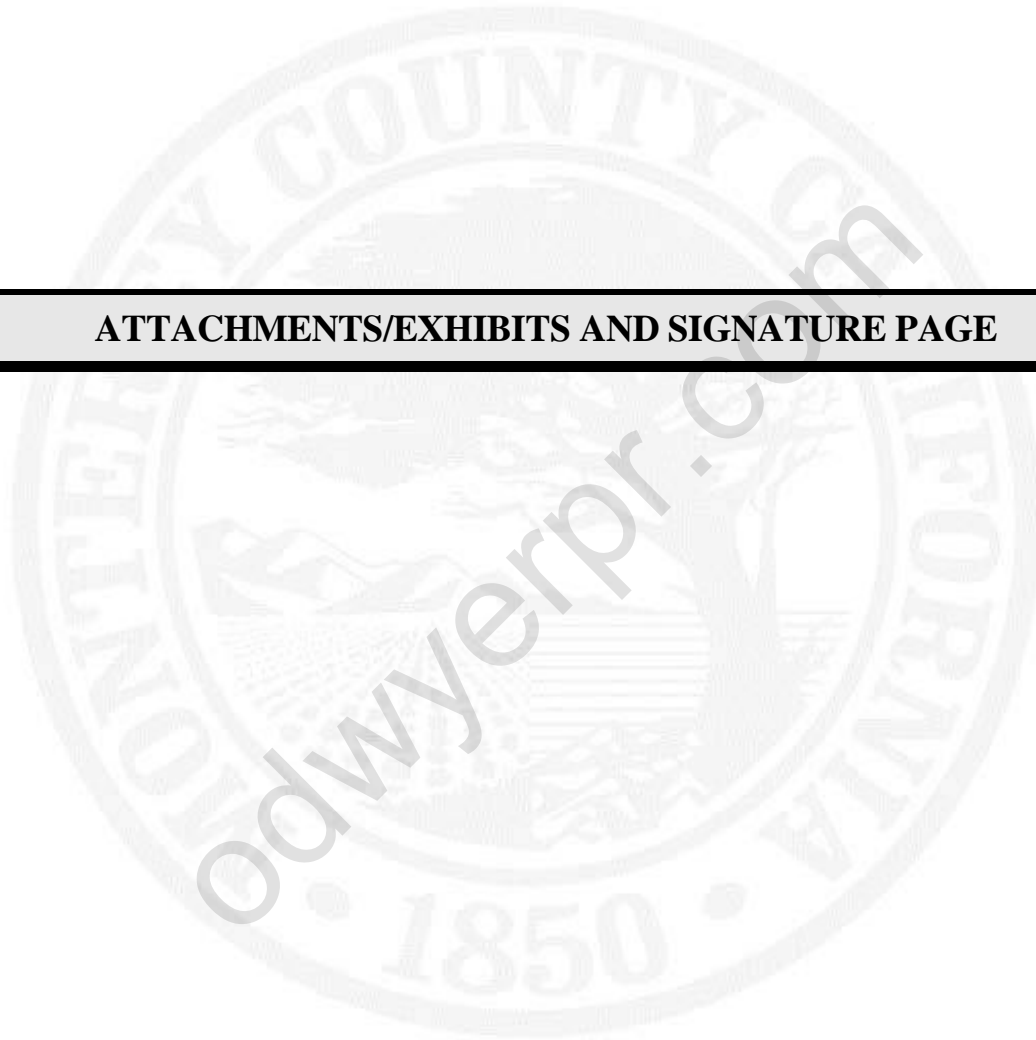
Tel. No. _____
FAX No. _____
Email _____

S24.0 LEGAL DISPUTES

- S24.1 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.
- S24.2 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.
- S24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

--END OF SAMPLE AGREEMENT SECTION--

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE



ATTACHMENT A: PRICING SHEET

PLEASE INSERT YOUR DETAILED BUDGET HERE.



ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

Bidders claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy”, adopted by the Monterey County Board of Supervisors on August 28, 2012, must certify they meet the definition of “Local Vendor” as defined and in accordance to the adopted policy.

Any bidder claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <http://www.co.monterey.ca.us/admin/pdfs/LocalPreferencePolicy082912.pdf>

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local business preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Bidder certifies under penalty of perjury they have both read and confirm they meet the requirements as outlined within the County’s Local Preference Policy for the procurement in question.

Business Legal Name (and DBA name if any):

Business Address:

City: _____ *State:* _____ *Zip Code:* _____

Signature of Authorized Representative: _____ *Date:* _____

Title of Authorized Representative:

Telephone Number: (____) _____ *E-Mail:* _____

This form must be submitted within a bidder’s proposal package in order for the County to apply the applicable local preference. Failure to submit this form means that the bidder is not declaring itself a local business and there will be no local preference applied.

---End of Attachment B---

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # **10555**
ISSUE DATE: OCTOBER 14, 2015



RFP TITLE: SALINAS VALLEY TOURISM MARKETING & PROMOTIONAL SERVICES

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON TUESDAY, NOVEMBER 17, 2015

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
DEAUNDR A LEWELLING, LEWELLINGDL@CO.MONTEREY.CA.US, (831) 755-4998

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 5 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 9.0 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

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

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____