



**SAN JOAQUIN COUNTY
PURCHASING AND SUPPORT SERVICES
PURCHASING DIVISION**

David M. Louis, C.P.M., CPPO, CPPB
Director

Jon Drake, C.P.M.
Deputy Director

February 3, 2012

TO: ALL PROSPECTIVE BIDDERS
FROM: REQUEST FOR BID NO. 6777
On Call Surveying Contractor

Ladies and Gentlemen:

Enclosed please find an invitation to bid with a bid form, a sample contract and job specification.

Sealed responses are to be received no later than **2:00 PM, PST, Monday, February 27, 2012**. Please return your Bid in a sealed envelope with the Bid number and the date and time of bid opening.

Mail or deliver your response by the above date and time to the following address:

**San Joaquin County
Purchasing and Support Services
County Administration Building
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202**

****PRE-BID CONFERENCE****

There will be **ONLY ONE** pre-bid conference at **9:00 AM PST on Wednesday, February 8th, 2012**. **The walk through will begin at the Foothill Landfill Scale House, 6484 N. Waverly Road, Linden CA 95236 and will include three additional sites.** Not attending this conference does not exclude you from bidding. However, this will be your only opportunity to visit the site.

If you have any further questions, please contact me at (209) 468-9388

Sincerely,

**Norma Franco
Deputy Purchasing Agent**



**BID # 6777
On Call Surveying Contactor**

THIS IS NOT A PUBLIC WORK PROJECT

**COUNTY OF SAN JOAQUIN
44 N. SAN JOAQUIN STREET, SUITE 540
STOCKTON, CA. 95202**

**FOR: Public Works Department
Solid Waste Division**

**BUYER: Norma Franco
nfranco@sjgov.org
(209) 468-9388**

**Request for Bid No. 6777
On Call Surveying Contractor**

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**Denotes those pages that must be included with your bid submittal

KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this Request for Bid. All dates are predicted on the issue date of the Request for Bid.

EVENT #	DESCRIPTION	DATE
1.	Release of Request for Bid	Friday, February 3, 2012
2.	Pre-Bid Conference 9:00 AM, PST Site Visit will begin at : Foothill Landfill Scale House 6484 N. Waverly Road Linden CA 95236 And Include 1. North County Recycling Center and Sanitary Landfill 2. Harney Lane Landfill 3. Corral Hollow Landfill Site Rules Requirements: All visitors are to wear safety gear; hard hats, safety vests and safety shoes. Visitors shall wear safety gear when visiting each site. Visitors may drive around each site at their own risk. A four wheel drive vehicle will be ideal for touring.	Wednesday, February 8, 2012
3.	Last day for contractors to submit questions (For clarification prior to submitting Bid)	Friday, February 10, 2012
4.	Last day for County to answer questions	Wednesday, February 15, 2012
5.	Bid is due no later than 2:00 PM, PST	Monday, February 27, 2012
6.	Award of Contract	TBA

SUBMITTAL OF BIDS

Sealed bids will be received at the Office of the Purchasing Agent, at 44 N. San Joaquin Street, Suite 540, Stockton, CA. 95202-2930, until 2:00 **PM, PST, Monday, February 27, 2012** and will be publicly opened at that time.

ALL MAILED BIDS SHALL BE ADDRESSED AS FOLLOWS:

**Bid No. 6777
Purchasing Agent
County of San Joaquin
Administration Building
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2930**

The envelope shall also have stated therein the name and address of the submitting firm.

HAND DELIVERED COURIER OR PACKAGE DELIVERY SERVICE SHALL BE DELIVERED DIRECTLY TO:

**Purchasing Division
Administration Building
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2930**

BIDS WILL NOT BE ACCEPTED THEREAFTER. ALL BIDS RECEIVED AFTER SAID TIME/DATE WILL BE TIME STAMPED AND RETURNED UNOPENED TO THE BIDDER.

THE COUNTY DOES NOT ACCEPT BIDS SUBMITTED BY FAX OR BY EMAIL

IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH BID

Type or print the following information:

Company: _____

Address: _____

(City) (State) (Zip)

Name: _____

Title: _____

Telephone: () _____ Fax: () _____

MY BID IS ATTACHED AND IDENTIFIED AS:

B6777 On Call Surveying Contractor

Years in business: _____

Number of employees: _____

Name of Insurance carriers: _____

Public Liability: _____ Expires: _____

Workers' Compensation: _____ Expires: _____

NOTE: Proof of maintenance of adequate insurance will be required before an award will be made to CONTRACTOR. If not already on file with the Purchasing Office, be sure it accompanies your Bid response.

The undersigned, having carefully read and examined the contract documents, and being familiar with (1) all the conditions applicable to the work for which this bid is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this bid is submitted in accordance with the Bid documents for the amounts quoted herein and further agrees that if this bid is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

Signature

Date

REFERENCES

SIMILAR CONTRACTS PERFORMED: List below contracts under which the Contractor has provided similar services during the past three (3) years.

#1

FIRM NAME: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ thru _____

#2

FIRM NAME: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ thru _____

#3

FIRM NAME: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ thru _____

**COST CERTIFICATION AND
BID FORM**

DEPARTMENT OF PURCHASING AND SUPPORT SERVICES

COUNTY OF SAN JOAQUIN
Purchasing Agent
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2930

Dear Purchasing Agent:

Having reviewed the contract documents and the site(s) of the work, the undersigned hereby proposes to furnish all work, labor, materials, transportation, equipment and services necessary, **as described in the Base Bid on Page** , including State of California and local sales or use taxes, license or permit fees, if any, for the sum of

_____ Dollars (\$ _____).

If awarded the contract, as required work, will commence on the first working day following receipt of the Notice to Proceed from the Public Works Department, Solid Waste Division. Such notice will be issued in coordination with the Contractor.

**COST CERTIFICATION AND
BID FORM**

Listed hereunder is the name(s) of each subcontractor and the address of the mill, shop or office of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work hereinabove described in excess of one-half of one percent of the total bid and the portion of said work which will be done by each subcontractor, if the contract for the said work is awarded to the undersigned. (Attach additional sheet if necessary and note attachment on this page.) (See Government Code Section 4100-4113.)

<u>Name of Subcontractor</u>	<u>Address</u>	<u>Portion of Work to be Performed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By submission of a bid, a bidder attest to having possession of a duly issued valid contractor's license issued by the State of California. Such license authorizes a bidder to contract to perform type of work required by the specifications. Should the bidder fail to provide below, the number and classification of bidder's State of California Contractor's License, the Owner may reject this bid.

CONTRACTOR: _____

BY: _____

TITLE: _____

MAILING ADDRESS: _____

(City)

(State)

(Zip)

TELEPHONE NUMBER: _____

STATE OF CALIFORNIA LICENSE NO.: _____

STATE OF CALIFORNIA LICENSE CLASSIFICATION: Land Surveyor (PLS)
LICENSE NO. _____

Contractor's Signature

Date

ATTACHMENT A

PUBLIC CONTRACT CODE SECTION

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire.

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

In accordance with Business and Professions Code Section 7028.15, the Contractor hereby states that all representations made herein are made under penalty of perjury.

**ATTACHMENT A
(Continued)**

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NOTE: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature

Date

GENERAL REQUIREMENTS

1. **SUBMITTAL OF BIDS:** Sealed bids must be received in the Office of the Purchasing Agent at the San Joaquin County Administration Building, 44 N. San Joaquin Street, Stockton, CA 95202-2930 by **2:00 PM PST**, on **Monday, February 27, 2012**. All bids received after said time and date will be timed-stamped and returned unopened to the submitter. The County will not accept bids submitted by fax.

Bidders must submit 3 copies of Bid, one (1) copy clearly marked "ORIGINAL" and two (2) copies, clearly marked "COPY".

2. **BASIS FOR SELECTION AND CONDITIONS:**

The responsiveness, competency and responsibility of bidders and of their proposed subcontractors will be considered in making the award of contract. Any bidder before being awarded a contract may be required to furnish evidence satisfactory to the County that bidder and their proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The County reserves the right to reject the bid of any bidders as not responsible and not qualified to do the particular work under consideration who have previously failed to perform properly or to complete on time contracts with the County of a nature similar to this project. Other factors that may be considered by the County to determine a responsible bid and the overall capability of the bidder to satisfactorily complete the work under consideration may include, but are not limited to: insufficient experience, experience on other public projects, experience doing the same type of work, length of tenure and capacity with bonding or insurance company, financial stability, and whether a bidder has been terminated on other projects.

A responsive bid is one that meets all terms, conditions, and specifications of the bid. The bid must comply with the content requirements of the bid documents. The bidder must perform and do what the bid documents and contract required and said they must do, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc. Other examples where a bid might be declared and found to be non-responsive include:

- Bid is substantially incomplete
- Bid is not signed
- Bid is delivered late
- No acknowledgement of critical addenda
- Significant discrepancies appear in the response

A responsive bid conforms to bid specifications. However, a bid which substantially conforms, though not strictly responsive, to a call for bids may be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential. The County reserves the right to reject any and all bids or alternatives and waive any informality or irregularity in the bids or in the bidding, and to determine responsiveness and responsibility of bidder, including but not limited to those areas mentioned above.

3. **LICENSE AND CERTIFICATIONS:**
 - a. Contractor shall possess a valid California professional land surveyor's (PLS) license at time of bid submittal and shall maintain a valid (PLS) license throughout the contract period.
4. **EXAMINE SPECIFICATIONS:** Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or become acquainted with all existing conditions shall in no way relieve any bidder from any obligations with respect to Bidder's offer or to the contract. The submission of a Request for Bid shall be taken as prima facie evidence of compliance with this section.

Should a Bidder find discrepancies in or omissions from the drawings or other contract document, or should be in doubt as to their meaning, he shall at once notify Norma Franco, who is the Owner's representative. The Owner, San Joaquin County Purchasing Department, will send written instructions to all bidders. Neither Owner nor its representative will be responsible for any oral instructions. No interpretations will be issued later than three (3) calendar days prior to the bid date so that all inquiries can be answered in writing and distributed to all bidders in the form of addendum to the contract in ample time before the bid opening date.

5. **SPECIFICATION CHANGES:** The County may, during the Request for Bid period, advise the Bidder in writing of any additions, omissions or alterations in the specifications. All such changes shall be included in the Request for Bid and become part of the specifications as if originally submitted.
6. **AMENDMENTS:** No one is authorized to amend any of the Request for Bid requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions herein. If necessary, supplementary information in addendum form will be prepared and posted on the "Purchasing Open Bids" website. It is the Bidder's responsibility to indicate acknowledgement, sign, and return addendums with their response. The County reserves the right to reject any responses deemed to be non-responsive.

<http://www.sjgov.org/supportserv/Control/PurchasingBids.asp>

Failure of Bidder to not submit signed addendum(s) with their Bid shall be cause for rejection.

Any exceptions taken to this Bid shall be clearly stated in writing.

7. **PRE-BID CONFERENCE / WALK THROUGH:** A pre-bid conference and walk through will be held and begin at **9:00 AM PST on Wednesday February 8, 2012**. Prospective Bidders shall meet at the **Foothill Landfill Scale House, 6484 N. Waverly Road, Linden CA 95236**.

8. **SITE INSPECTION:** Each bidder shall have examined the work site before bidding and familiarize himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of this Request for Bid's specifications, as applicable. No variations or allowances from the contract sum will be made because of lack of such examination.

Should concealed or unknown conditions be encountered in the performance of the agreed upon work, when conditions appear to Bidder to be at variance with the specifications, the Bidder shall immediately seek a clarification from the Purchasing Agent who shall investigate the conditions and proceed in a way that is appropriate to the circumstances.

9. **BID WITHDRAWAL:** Any Bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled opening time of receipt of bids.
10. **OPENING OF BIDS:** Bids will be opened and read at or about the time set in the advertised Notice Inviting Bids. Bidders, or their representatives, and other interested persons may be present at the opening of bids.
11. **AWARD OR REJECTION OF BIDS:** The contract, if awarded, will be awarded to the lowest responsible bidder based on the lowest total bid received and in compliance with these instructions and the advertised Notice Inviting Bids, provided the bid is reasonable and it is to the interest of the Owner to accept it. If the bid form contains additive and/or deductive alternates, the Owner, for cost consideration, may select additive and/or deductive alternates before determining the lowest bidder. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of contract. Any bidder before being awarded a contract, may be required to furnish evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The owner reserves the right to reject the bid of any bidders who have previously failed to perform properly or to complete on time, contracts with the Owner of a nature similar to this project. The Owner reserves the right to reject any or all bids or alternates and waive any informality or irregularity in the bids or in the bidding.

The County reserves the right to reject any or all bids or parts thereof, and to award the contract to the Bidder whose response is most advantageous to the County. False, incomplete or unresponsive statements in connection with a bid submittal maybe sufficient cause for rejection. The County will be the sole judge in making such determinations.

The County of San Joaquin has a 5% local vendor preference; however the preference shall not exceed \$7,500.00 per bid. To qualify for this Local Vendor Preference, the "Local Vendor Preference Certification" page, included in this solicitation, must be signed and accompany each bid submittal. Click on the link below to view San Joaquin County's Policy and Procedures.

<http://www.sjgov.org/SuppotServ/dynamic.aspx?id=10217>

12. LOCAL HIRE AND APPRENTICE LANGUAGE AND FORM (NOT REQUIRED)

INSTRUCTIONS TO BIDDERS

Bids, to receive consideration, shall be made in accordance with the following instructions.

Local Hire: San Joaquin County has adopted a policy goal to strongly encourage local hire and apprenticeship participation in the construction workforce in accordance with Board of Supervisors policy. Bidder's attention is directed to the following provisions relating to this policy:

- a. For purposes of this policy only, the definition of contractor is limited to the total workforce of the prime or principal contractor and all subcontractors who will work in San Joaquin County under the construction contract.
- b. A "local hire" is defined as an employee whose residence is within San Joaquin County at the time of opening of bids for the project.
- c. Bidders are to complete the "Bidder Local Hire Information Form and Checklist".

With respect to application of the local hire policy, bidders attention is directed to the following:

1. San Joaquin County Board of Supervisors hereby adopts a policy to strongly encourage, within the constraints of federal and state law, the employment of County residents on County funded construction projects.
2. Bidders on construction projects will be required to complete a Local Hire Information Form to be submitted with construction bids in excess of \$200,000, which indicates the bidder's effort to employ local hire.
3. In the event that two or more bids are the same and the lowest, the County shall award the contract in accordance with the best intended effort of the bidder to employ local residents as indicated on the bidder Local Hire Information Form.
 - a. Contracts estimated by the County to be less than \$200,000 do not have a local hire goal.
 - b. Contracts estimated by the County to cost \$200,000 or more require the successful bidder to demonstrate their attempts to employ local hire.

Apprenticeship Program: Unless such provision would conflict with a state or federal law or regulation applicable to a particular contract for a public works project, County contracts for public works in excess of \$200,000 shall contain provisions pursuant to which each contractor or subcontractor shall make a good faith effort to employ apprentices who are enrolled in and participating in an apprenticeship program serving the San Joaquin County and approved by the State Department of Apprenticeship

Standards. This apprenticeship requirement shall apply for each apprenticeship craft or trade in which the contractor employs workers in performing any of the work under the contract. A contractor may evidence its good faith effort by complying with California Labor Code Section 1777.5 and the implementing regulations and seeking apprentices from apprenticeship programs serving the San Joaquin County.

A contractor employing apprentices pursuant to this section shall employ apprentices in a ratio consistent with the provisions of the California Labor Code or Federal requirements as applicable for federal aid contracts.

This section shall not be construed to exempt a contractor from any other applicable requirement imposed upon the contractor by federal or state law.

12. **SAN JOAQUIN COUNTY GREEN PURCHASING POLICY:**

San Joaquin County has a Green Purchasing Policy, please click on the link to view.

<http://www.sjgov.org/SupportServ/dynamic.aspx?id=10128>

13. **ALL BID DOCUMENTS PART OF FINAL CONTRACT:** Any bid documents, letters, and materials submitted by the Bidder shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to this bid may render it non responsive and may cause its rejection.

14. **EQUAL EMPLOYMENT OPPORTUNITY:** The Bidder awarded this contract shall not discriminate against any employee and applicant for employment because of race, color, religion, sex, age, marital status, or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, rate of pay or other forms of compensation and selection for training, including apprenticeship. In the event of Bidder non-compliance with the provisions of this clause, the contract may be canceled, terminated or suspended in whole or in part and the Bidder may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided by law.

15. **DRUG FREE WORKPLACE:** Bidder shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

16. **CONTRACT PERFORMANCE:** The performance of the contract resulting from this bid shall be governed by and interpreted under and construed according to the laws of the State of California. Venue is San Joaquin County

17. **NOTICE:** Any notice, demand, request, or consent approval required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown below. :

County of San Joaquin,
Administration Building
Purchasing Department and Support Services
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2930

Attention: Norma Franco

18. **INDEPENDENT CONTRACTOR:** Bidder agrees that any and all persons performing any services and/or work whatsoever contemplated by this bid and/or related or incidental thereto, shall be an employee of the Bidder and Bidder shall, by way of example but not by way of limitation, withhold federal and state income taxes as well as the required and all regulations regarding employees, and Bidder shall also pay and/or contribute its required share as the employer of said persons.

Bidder acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of the County, nor are any of the persons employed by the Bidder to be so construed.

19. **INDEMNIFICATION:** Bidder shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of Bidder, its employees, officers, agents or Subcontractors.
20. **INSURANCE REQUIREMENTS:** During the term of this Agreement, Bidder will carry and maintain in full force, insurance of the following types and minimum amounts with a company or companies as are acceptable to County, insuring Bidder while Bidder is performing duties under this Agreement.

Bidder agrees that Bidder is responsible to ensure that the requirements set forth in this article/paragraph are also be met by Bidder's subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the County's Purchasing Agent.

- A. **Workers' Compensation** – A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California.
- B. **Comprehensive General Liability Insurance** – The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- C. **Automobile Liability** – Bidder agrees to defend, hold harmless and indemnify the County for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

- D. **Additional Named Insured** – All policies, except for workers' Compensation shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of performance of services.
- E. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by the County.
- F. **Proof of Coverage** – Bidder shall immediately furnish certificates of insurance to the County Purchasing Department evidencing the insurance coverage, including endorsements for each separate policy, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County and Bidder shall maintain such insurance from the time Bidder commences performance of services hereunder until the completion of such services.
- G. **Payment Withheld** – If Bidder does not obtain the described insurance, or if County is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to County, County may withhold payments to the Bidder or terminate this Agreement.
- H. **Liability** – Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Bidder from liability in excess of such coverage, nor shall it preclude the County from taking such other actions as available to it under any other provision of this Agreement or otherwise in law.

21. **WARRANTY:** In addition to any guarantees otherwise required, the Bidder shall guarantee his work free from defects and material and workmanship for a period of one year from the date of acceptance by the County and shall agree to replace at his own expense any said defect that may occur within that time. Such guarantee is in addition to, and not in lieu of the County's rights to enforce this agreement in all respects, and the County's right on all other guarantees and warranties that may be required by the Request for Bid.

By accepting the guarantees required herein, the County shall not be deemed to have waived any warranty or buyer protection implied, required an/or provided by law, not to have altered any applicable statute of limitations regarding enforcement of any right of the County created by this agreement or otherwise.

22. **INVOICING/PAYMENT:** Original invoices are to be sent to the Public Works Department, Solid Waste Division, PO Box 1810, Stockton CA 95201. All invoices must reference the Purchase Order number.

Payments will be made within thirty days after the County's acceptance of the work performed and receipt of the Bidder's invoice. In the event that the work site and/or adjacent premises are damaged during the conduct of the work agreed to, or as

otherwise deemed necessary to protect County interests as determined by the Purchasing Agent, a reasonable amount of any payment otherwise due may be withheld by the County until such time as satisfactory settlement is reached between all parties involved.

23. **PAYMENT DISCOUNTS:** Any discount offered by the Bidder must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will the discount be considered in the evaluation of Bids that requires payment in less than 30 days.

24. **CONTRACT TERM:** The County anticipates an agreement with CONTRACTOR(S) for two (2) years, with an option for up to three (3) one year extensions, which may be exercised upon mutual agreement.

25. **PREVAILING WAGE REQUIREMENT:** Contractor shall consider this Request for Bid a prevailing wage project.

COOPERATIVE / PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids/proposals, **at the option of the vendor**, other public agencies or public corporations, including any county, city, town, school district, community college, public utility district or other public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical items(s) at the same price and upon the same terms and conditions pursuant to any applicable Public Contract or other relative legal Code.

San Joaquin County waives its right to require such other districts and offices to draw their warrants in the favor of the County and agreements, orders, and payments may be made directly between the vendor and the public agency/corporation.

Acceptance or rejection of this clause will not affect the outcome of the bid/proposal.

Piggyback option granted_____

(Vendor please initial)

Piggyback option not granted_____

BID SHEET

REQUEST FOR BID 6777

ON-CALL SURVEYING CONTRACTOR

Item	Description	Unit of Measure	Estimated Quantity	Times Per Year	Unit Price	Extension
1	Aerial Survey-Corral Hollow	Lump Sum	1	1		
2	Aerial Survey-Harney Lane	Lump Sum	1	1		
3	Aerial Survey North County –Option 1	Lump Sum	1	1		
4	Aerial Survey North County –Option 2	Lump Sum	1	1		
5	Aerial Survey Foothill Landfill–Option 1	Lump Sum	1	1		
6	Aerial Survey Foothill Landfill–Option 2	Lump Sum	1	1		
7	Ground Survey Crew	Hours	10	20		
8	Volume Calculation	Hours	10	6		
9	Ground Survey Crew Mobilization/Demobilization Foothill Landfill	Lump Sum	1	4		
10	Ground Survey Crew Mobilization/Demobilization North County Landfill	Lump Sum	1	8		
11	Ground Survey Crew Mobilization/Demobilization Corral Hollow Landfill	Lump Sum	1	3		
12	Ground Survey Crew Mobilization/Demobilization Harney Lane Landfill	Lump Sum	1	3		
TOTAL						

Note:

1. The above bid sheet reflects the County’s estimate of work during a fiscal year. Actual work may differ.
2. Unit prices shall include all associated costs, full compensation for labor, fuel, equipment, overhead and insurance.

3. Aerial survey costs shall include mobilization and demobilization
4. Ground Survey Crew mobilization and demobilization at each site shall include arriving at the site and setting up the GPS survey base station for ground survey in reference to the on-site control points. Removal of the survey base station shall also be included.
5. Any additional costs that the Bidder identifies as required items associated with this project that were not requested in the bid must be listed and priced out on a separate sheet.
6. Contractor's fee schedule shall be included on a separate sheet with bid submittal.
7. Bid pricing shall be valid for 60 days from bid opening date of 2/27/12.



INDEPENDENT CONTRACTOR AGREEMENT- SAMPLE

SAN JOAQUIN COUNTY

CONTRACT ID#

Contract Amount \$

PARTIES: COUNTY: County of San Joaquin
Purchasing & Support Services
44 N. San Joaquin Street
Suite 540
Stockton, CA 95202-2931

With copies to: County of San Joaquin

CONTRACTOR: Name
Address

City
Contact Name
Contact Phone #
Contact Email:

This Agreement is made and entered into this _____ day of _____, 2011____, by and between _____, an Independent CONTRACTOR (hereinafter "CONTRACTOR"), and San Joaquin County, a political subdivision of the State of California for _____(hereinafter "COUNTY").

ORDER OF PRECEDENCE

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
2. COUNTY Request for Proposal Number _____.
3. CONTRACTOR'S Proposal dated _____.

1. Scope of Professional Services:

CONTRACTOR agrees to provide services

CONTRACTOR shall perform the CONTRACTOR'S work in accordance with currently approved methods and standards of practice in the CONTRACTOR'S professional specialty.

2. Term of Agreement:

This Agreement shall commence when fully executed through ___ day of _____, 20___, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

3. Interpretation

This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

4. Compensation:

COUNTY agrees to pay CONTRACTOR an hourly amount of (\$). The total payments made for services performed pursuant to this Agreement shall not exceed _____ DOLLARS (\$00,000.00).

5. Invoicing:

CONTRACTOR shall submit one original and one copy of each invoice to County of San Joaquin, _____. All invoices must reference this Agreement Number/Contract ID # and the service performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

6. CONTRACTOR'S Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an Independent CONTRACTOR practicing his or her profession and not as an employee of the COUNTY. **A copy of CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to COUNTY.** The CONTRACTOR shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.

7. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. Non Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

9. Indemnification:

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or Subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

10. Insurance

CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to the Purchasing Department showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the COUNTY. The COUNTY at its discretion, may waive in part or in full insurance requirements. CONTRACTOR is required to provide insurance unless notified by the COUNTY'S Purchasing Agent of any waivers.

CONTRACTOR agrees that CONTRACTOR is responsible to ensure that the requirements set forth in this article/paragraph are also to be met by CONTRACTOR'S subcontractors/CONTRACTOR'S who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the COUNTY'S Purchasing Agent.

General Liability Limits

- | | | |
|----|--|--------------------|
| 1. | BI & PD combined/per occurrence | \$1,000,000 |
| | /Aggregate | \$1,000,000 |
| 2. | Personal Injury/Aggregate | \$1,000,000 |

3. Automobile Liability/per occurrence

CONTRACTOR agrees to defend, hold harmless and indemnify the COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

Professional Liability

- | | | |
|----|--|--------------------|
| 1. | Professional Liability/as appropriately relates to services rendered. Coverage may include medical malpractice and/or errors and omissions. | \$1,000,000 |
|----|--|--------------------|

Workers' Compensation and Employer's Liability requirement

Statutory

11. Discrimination:

CONTRACTOR shall not discriminate because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex (includes sexual harassment) and sexual orientation.

12. ADA Compliance:

CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

13. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be affected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

14. Termination:

If the CONTRACTOR breaches or habitually neglects the CONTRACTOR'S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon thirty (30) days written notice to other party.

If the County Board of Supervisors fails to appropriate funds to enable County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and CONTRACTOR will be given written notice of such termination.

15. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers, employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from any responsibility under this Agreement.

16. Drug Free Workplace:

CONTRACTOR shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

17. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the CONTRACTOR or the COUNTY.

18. Compliance:

CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

19. Governing Law and Venue:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

20. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the COUNTY whether executed by or for the CONTRACTOR for COUNTY, or otherwise by or for the CONTRACTOR, or by or for a subcontractor operating under the CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this Agreement.

21. Work Product:

COUNTY and CONTRACTOR acknowledge and agree that "Work Product", and all components of it, provided or developed by CONTRACTOR hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17 United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in the COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of the COUNTY and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then CONTRACTOR agrees to and hereby does sell, transfer, grant and assign to the COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting "Work Product", CONTRACTOR shall place or cause to be placed the following legend preferably in the lower right corner:

© 200_ County of San Joaquin. All rights reserved.

22. Data Security – Confidentiality

a. Acknowledgment of access to information characterized as covered data

Contractor acknowledges that its contract/purchase order ("Agreement") with the County of San Joaquin, California ("County") may allow the Contractor access to confidential County information or County provided information including, but not limited to, personal information, records, data, or financial information notwithstanding the manner in which or from whom it is received by Contractor ("Covered Data") which is subject to state laws that restrict the use and disclosure of County information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Contractor shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, County policies, and the provisions of this Agreement. Contractor agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

b. Prohibition on unauthorized use or disclosure of covered data and information

Contractor agrees to hold Covered Data received from or created on behalf of County in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by County. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify County in writing prior to any disclosure in order to give County an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the County.

c. Safeguard standard

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

d. Return or destruction of covered data and information

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to County unless County requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement. Within this thirty (30) day period, Contractor shall certify in writing to County that the return or destruction has been completed.

e. Reporting of unauthorized disclosures or misuse of covered data and information

Contractor shall report, either orally or in writing, to County any use or disclosure of Covered Data not authorized by this Agreement or in writing by County, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the County Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide County other information, including a written report, as reasonably requested by County.

f. Examination of records

County and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

g. Assistance in litigation or administrative proceedings

Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

h. No third-party rights

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

i. Attorney's fees

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

j. Survival

The terms and conditions set forth shall survive termination of the Agreement between the parties.

23. Entire Agreement and Modification:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

CONTRACTOR Name
Address
City, State and Zip

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By: _____ Date: _____
Signature, Authorized Agent

By: _____ Date: _____
David M. Louis,
C.P.M., CPPO, CPPB
Director
Purchasing & Support Services

By: _____
Printed Name of Authorized Agent

APPROVED AS TO FORM
Office of County Counsel

By _____ Date: _____
Gilberto Gutierrez
Deputy County Counsel

Buyer of Record: