

**MONTEREY BAY  
AIR RESOURCES DISTRICT**



**REQUEST FOR PROPOSALS  
DOCUMENT MANAGEMENT SYSTEM**

**Monterey Bay Air Resources District  
24580 Silver Cloud Court  
Monterey, CA 93940  
831-647-9411**

**PROPOSALS DUE BY 5:00 PM, Thursday, March 28, 2019**

**MONTEREY BAY AIR RESOURCES DISTRICT  
REQUEST FOR PROPOSALS  
DOCUMENT MANAGEMENT SYSTEM**

**I. SUMMARY STATEMENT & GENERAL INSTRUCTIONS**

The Monterey Bay Air Resources District (District) requests proposals from qualified firms for a hosted electronic Document Management System (DMS) for up to 32 users. The District is seeking cost-effective options for meeting its needs for document, image, and retention management processes. The selected vendor will provide a system that best meets the requirements listed in the checklist in Exhibit A. If both a customer-hosted and a cloud-based solution are offered, vendors are asked to include detailed pricing for each solution in the response.

1.A. Inquiries and proposals should be directed to:

Joyce Giuffre, Administrative Services Manager  
Monterey Bay Air Resources District  
24580 Silver Cloud Court  
Monterey, CA 93940  
831-718-8019  
Email: [jgiuffre@mbard.org](mailto:jgiuffre@mbard.org)

1.B. Qualified companies are invited to submit two (2) copies along with one (1) electronic copy (PDF via email) that meet the requirements described in this Request for Proposal (RFP). The deadline for submitting proposals is:

**5:00 p.m., Thursday, March 28, 2019**

Proposals arriving after the specified date and time will not be considered. Each firm assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals: Any proposal may be withdrawn or modified by a written request signed by the bidder and received by the District prior to the final time and date for the receipt of proposals. Once the deadline is past, bidders are obligated to fulfill the terms of their proposal.

The District encourages participation in all of its contracts by companies qualified by the U.S. Department of Commerce's Minority Business Development Agency (MBDA). Participation may be either on a direct basis in response to this RFP or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in contract documents will apply. For more information about the MBDA, contact the San Jose regional office at 408-998-8058 or at [www.mbda.gov](http://www.mbda.gov).

The District also encourages local businesses to apply per its *Local Preference Policy* which can be found on the District's website: <http://mbard.org/district/local-preference/>.

The District is not liable for any costs incurred by proposers prior to the issuance of a contract. The District reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this Request for Proposal. The District further reserves the right to accept the proposal that it considers to be in the best interest of the District.

### **ABOUT THE DISTRICT**

The Monterey Bay Air Resources District is a special district under the California Health and Safety Code. The administrative office is located at 24580 Silver Cloud Court, Monterey, CA 93940.

The District was created by the Monterey County Board of Supervisors in 1965. Three years later, Santa Cruz County joined Monterey County to form a two-county unified district. In 1969, the state designated the three counties of Monterey, San Benito, and Santa Cruz as the North Central Coast Air Basin, a single region sharing the same air pollution problems. A year later, the federal Clean Air Act formalized the responsibility of state and local governments to manage air quality in their regions. On July 1, 1974 Monterey and Santa Cruz County Unified Air Pollution Control District merged with the San Benito County Air Pollution Control District to form the Monterey Bay Unified Air Pollution Control District. The District adopted a “doing business as” (dba) name of *Monterey Bay Air Resources District* in February 2016.

The District is governed by an 11-member Board of Directors appointed from the elected governing bodies of our member jurisdictions. Six Board members are county supervisors; five are mayors or city council members. The number of representatives on the Board from each of the member cities and counties is based on the relative population in each county. The Air Pollution Control Officer is appointed by the Board and serves as Executive Director of the District. The District Counsel is also appointed by the Board.

As required by the California Clean Air Act and Amendments (HSC Section 40910 et seq.) and the Federal Clean Air Act and Amendments (42 U.S.C. Section 7401 et seq.) the District is responsible for air monitoring, permitting, enforcement, long-range air quality planning, regulatory development, education and public information activities related to air pollution. California Health and Safety Code Sections 39002, et seq. and 40000, et seq. require local districts to be the primary enforcement mechanism for air pollution control. Districts must have rules and regulations for the implementation and enforcement for the attainment and maintenance of federal and state ambient air standards.

The District’s proposed fiscal year 2018-19 budget is approximately \$15.4 million. The operational budget represents approximately \$6.4 million and the remaining \$9.0 million includes revenue that the District receives and grants to other entities.

## **II. PROJECT GOALS AND OBJECTIVES**

The District seeks to achieve the following specific goals and objectives for this project:

1. Provide a secure, searchable, and auditable repository for retention of historical records in an electronic format that meets requirements specified in Attachment A.
2. Provide a system to enable workflow efficiencies and increase staff productivity by reducing paper handling.
3. Improve records management to better serve public records requests and to comply with the District’s retention policy.

4. Reduce physical storage needs.
5. Improve backup and recovery of information.

### **III. SCOPE OF SERVICES**

Vendors shall provide all services, including project management, implementation, training, and other services required for successful implementation of an electronic document management system. See Attachment A for a set of ideal requirements for the system. If the costs for certain items listed in Attachment A are prohibitive for the District, the District reserves the right to accept all or part of any proposal or to cancel in part or in its entirety.

### **IV. PROPOSAL REQUIREMENTS**

All proposals responses should be in the following format:

1. Cover Letter
2. Table Of Contents
3. Executive Summary
4. Company/Firm Information
5. Project Approach & Organization, including timeline
6. Responses to Attachment A
7. Detailed Cost Proposal – Vendor’s pricing estimates for the proposed solution, including breakouts for any add-ons or customized features, cloud storage, and annual support and maintenance.
8. Client References – Provide at least three recent clients, including the organization name, contact person, address, telephone number, and brief description of the services provided. California public agencies references are preferred.
9. Other Attachments

**The selected Vendor shall be required to present proof of insurance and indemnify the District in accordance with the enclosed “Professional Services Agreement” form (Attachment B).**

### **V. PROPOSAL EVALUATION**

Proposals will be evaluated by the District based on the criteria outlined below which may be weighted by the District in a manner it deems appropriate. A contract will be awarded to the Vendor that best satisfies the overall requirements of the RFP and contract execution is contingent upon approval by the District’s Board of Directors. The following criteria will be used throughout the evaluation process:

- A. Responsiveness to RFP
- B. Qualifications and experience of the Vendor and an estimation of the Vendor’s ability to complete the project in a timely manner
- C. Cost proposal as compared to the District’s budget
- D. Experience with local government clients on similar past or current projects
- E. Feedback from references

## **VI. RFP TIMELINE**

March 5, 2019	Requests for Proposals distributed
March 28, 2019	Deadline for submitting proposals to the District
April 30, 2019	Evaluation of proposals completed
May 15, 2019	Award of contract by the District's Board
May 16, 2019	Notification of selected firm
June 1, 2019	Expected signing of contract

**Two copies of the submittal plus a PDF copy via email are required. Send to:**

**Joyce Giuffre, Administrative Services Manager  
Monterey Bay Air Resources District  
24580 Silver Cloud Court  
Monterey, CA 93940  
Email: [jgiuffre@mbard.org](mailto:jgiuffre@mbard.org)**

The District reserves the right to reject any or all proposals and to waive any irregularities or informality in any proposal whenever such rejection of waiver is in the interest of the District. In the event that the District cannot negotiate a satisfactory contract with the top ranked Respondent or said Respondent does not execute the contract, the District may give notice to said Respondent of its intent to negotiate a contract with the next most qualified Respondent, and so on, or may, if it so chooses, call for new proposals. The District reserves the right to select the proposal which, in the District's opinion, will provide services best matching the District's needs, not necessarily the lowest bidder.

### **QUESTIONS AND COMMENTS**

Questions and clarifications regarding this RFP shall be received in writing no later than March 22, 2019 to Joyce Giuffre, Administrative Services Manager at [jgiuffre@mbard.org](mailto:jgiuffre@mbard.org).

**Monterey Bay Air Resources District  
Request for Proposals – Document Management System  
Attachment A**

ITEM #	REQUIREMENT	STANDARD (Y/N)	OPTIONAL (Y/N)	COMMENTS
1.	Ability to work with various document scanning equipment, including multi-function copier/scanners and desktop scanners.			
2.	Provides a means to import and work with previously scanned documents, images, and videos including formats such as PDF, JPG, GIF, TIFF, PNGS, DWG, WAV.			
3.	Ability to scan additional pages into existing documents and automatically remove blank pages.			
4.	Ability to make image adjustments to remove noise, remove lines, crop, rotate, and perform other image clean-ups.			
5.	Ability to schedule document uploading to the repository.			
6.	Ability to highlight, stamp, or place a sticky note on the document upon scan.			
7.	Provides color-coding indexing feature to distinguish document types.			
8.	Ability to link files together.			
9.	Provides full text Optical Character Recognition (OCR) to search and retrieve files. In Comments field, list any limitations to the OCR functionality.			
10.	Ability to save search criteria for repeated executions.			
11.	Provides both a Web browser and a Desktop Client User interface.			
12.	Supports digital signatures.			
13.	Provides unlimited metatags and document types.			
14.	Generates reports based on metadata value searches.			
15.	Provides annotation and redaction functionality.			
16.	Supports attaching documents directly to outgoing email.			
17.	Provides naming convention defaults that are determined by the District based on document type.			
18.	Provides options for default document tags to be determined by the District based on document type.			
19.	Provides an option to set up multiple naming and tagging defaults based			

**Monterey Bay Air Resources District  
Request for Proposals – Document Management System  
Attachment A**

ITEM #	REQUIREMENT	STANDARD (Y/N)	OPTIONAL (Y/N)	COMMENTS
	on document type.			
20.	Provides user defined security at all file and directory levels.			
21.	Provides alerts and reminders.			
22.	Provides prevention against unauthorized access and/or accidental document deletion.			
23.	Provides document tracking and/or logging of changes by time and user.			
24.	Provides configurable workflow business rules templates.			
25.	Allows for retention scheduling based on document type and date.			
26.	Provides document security and disaster recovery.			
27.	Ability to display documents side by side.			
28.	Provides means to share select documents securely with outside parties.			
29.	Interfaces with existing District software (TRAKit, Springbrook, ESRI GIS, Microsoft Office products).			
30.	Interfaces with existing District website to provide a portal for citizen access to make public records more accessible.			
31.	Allows full support for the Microsoft Edge, Internet Explorer, Google Chrome and Mozilla Firefox browsers on the Windows platform.			
32.	Administrative functionality can be accessed remotely using a Web browser over the Internet, as well as via SSL and VPN support to secure remote user and administrator access.			
33.	Provides apps for smartphones or tablets.			

**MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT,**  
**dba MONTEREY BAY AIR RESOURCES DISTRICT**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

This Professional Services Agreement (“Agreement”) is made by and between the Monterey Bay Unified Air Pollution Control District, dba Monterey Bay Air Resources District, (hereinafter “District”) and: \_\_\_\_\_, (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The District hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: \_\_\_\_\_.
2. **PAYMENTS BY DISTRICT.** District shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by District to CONTRACTOR under this Agreement shall not exceed the sum of \_\_\_\_\_.
3. **TERM OF AGREEMENT.** The term of this Agreement is from \_\_\_\_\_, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and District and with District signing last, and CONTRACTOR may not commence work before District signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A. Scope of Services/Payment Provisions**

**5. PERFORMANCE STANDARDS.**

- 5.01. 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 District, or immediate family of an employee of the District.
- 5.02. 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.
- 5.03. 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 District premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## **6. PAYMENT CONDITIONS.**

- 6.01. CONTRACTOR shall submit to the District an invoice on a form acceptable to District. If not otherwise specified, the CONTRACTOR may submit such invoice 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 as the District may require. The Administrative Services Manager or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the District approves in conformity with this Agreement, and shall promptly submit such invoice to the District for payment. The District shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## **7. TERMINATION.**

- 7.01. During the term of this Agreement, the District may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02. The District may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If the District terminates this Agreement for good cause, the District may be relieved of the payment of any consideration to CONTRACTOR, and the District may proceed with the work in any manner, which the District deems proper. The cost to the District shall be deducted from any sum due the CONTRACTOR under this Agreement.

## **8. INDEMNIFICATION.**

### **8.01 Indemnification:**

CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from injury to or death of any person or loss of use of or damage to property, arising from or related to the negligent performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the negligence or willful misconduct of the DISTRICT, or defect in a design furnished by the DISTRICT.

## **9. INSURANCE.**

### **9.01 Evidence of Coverage:**

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.

This verification of coverage shall be sent to the District, 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 the District has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.02 Qualifying Insurers:

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

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form 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.

Modification (Justification attached; subject to approval).

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 \$500,000 per occurrence.

Modification (Justification attached; subject to approval).

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.

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

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

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

Each liability policy shall provide that the District 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the District, 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 District 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.

Prior to the execution of this Agreement by the District, CONTRACTOR shall file certificates of insurance with the District, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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 District, annual certificates to District's Administrative Services Manager. If the certificate is not received by the expiration date, District 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 District, at its sole discretion, to terminate this Agreement immediately.

## **10. RECORDS AND CONFIDENTIALITY.**

- 10.01. 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 District or prepared in connection with the performance of this Agreement, unless District specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to District 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.

- 10.02. District Records. When this Agreement expires or terminates, CONTRACTOR shall return to District any District records which CONTRACTOR used or received from District to perform services under this Agreement.
- 10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and District rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04. Access to and Audit of Records. The District shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the District or as part of any audit of the District, 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.
- 10.05. Royalties and Inventions. District shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of District.

**11. NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the District pursuant to a contract with the state or federal government in which the District is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, District will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13. INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the District. No offer or obligation of permanent employment with the District or particular District department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from District any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including

federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold District harmless from any and all liability which District may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the District and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR DISTRICT:</b>	<b>FOR CONTRACTOR:</b>
Richard A. Stedman, Air Pollution Control Officer	
Address Monterey Bay Air Resources District 24580 Silver Cloud Court Monterey, California 93940	Address
Phone	Phone
831-647-9411	

## 15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the District and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the District and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the District. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the District. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the District and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both District and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The District and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the District or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the District and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the District and the CONTRACTOR as of the effective date of this Agreement, which is the date that the District signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

*This space left blank intentionally*

IN WITNESS WHEREOF, District and CONTRACTOR have executed this Agreement as of the day and year written below.

**MONTEREY BAY UNIFIED AIR  
POLLUTION CONTROL DISTRICT,  
DbA MONTEREY BAY AIR RESOURCES  
DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Richard A. Stedman  
Air Pollution Control Officer

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: \_\_\_\_\_  
Les Girard, County Counsel

Date: \_\_\_\_\_

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
Joyce Giuffre  
Administrative Services Manager

Date: \_\_\_\_\_

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Joyce Giuffre  
Administrative Services Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Business Name\*

By: \_\_\_\_\_

Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by District Counsel is required only if changes are made to the standard provisions of the PSA

<sup>2</sup>Approval by Administrative Services Manager is required for all Professional Service Agreements

<sup>3</sup>Approval by Administrative Services Manager is required only if changes are made in paragraph 8 or 9

## EXHIBIT-A

**Professional Service Agreement Between  
Monterey Bay Unified Air Pollution Control District,  
dba Monterey Bay Air Resources District,  
hereinafter referred to as “the District”, and  
\_\_\_\_\_,  
hereinafter referred to as “CONTRACTOR”**

### Scope of Services / Payment Provisions

#### A. SCOPE OF SERVICES

**A.1** The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

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#### B. PAYMENT PROVISIONS

##### B.1 COMPENSATION/ PAYMENT

The District shall pay an amount not to exceed \_\_\_\_\_ for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

- District shall reimburse CONTRACTOR not more frequently than monthly in arrears, upon submission of an invoice for hours worked.
- Invoices shall be submitted on a form acceptable to District. Each invoice shall include name and address of CONTRACTOR; the time period covered by the invoice; current number (if any); current period invoice, cumulative invoices to date, and remaining balance.
- CONTRACTOR shall submit the final invoice upon completion of services, but no later than 60 days after the date of expiration of the term or termination of this agreement. District shall have no obligation to pay invoices submitted after that date.
- Amounts paid to CONTRACTOR that are determined by audit or otherwise to be unallowable shall be deducted from subsequent payments due to CONTRACTOR under this agreement, or CONTRACTOR shall promptly refund such amount to District on demand.

**NOTE:** All fees and costs stated herein shall include all applicable tax.

The CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## **B.2 CONTRACTORS BILLING PROCEDURES**

**NOTE:** Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

The District may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the District.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.