

**MONTEREY BAY
AIR RESOURCES DISTRICT**



REQUEST FOR PROPOSALS

**PERMIT, COMPLIANCE, AND EMISSION INVENTORY SOFTWARE
MANAGEMENT SYSTEM AND IMPLEMENTATION SERVICES**

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

PROPOSALS DUE BY 5:00 p.m., April 30, 2019

**MONTEREY BAY AIR RESOURCES DISTRICT
REQUEST FOR PROPOSALS
PERMIT, COMPLIANCE, AND EMISSION INVENTORY
SOFTWARE MANAGEMENT SYSTEM AND IMPLEMENTATION SERVICES**

I. SUMMARY STATEMENT & GENERAL INSTRUCTIONS

The Monterey Bay Air Resources District (District) requests proposals from qualified firms for a hosted Permit, Compliance, and Emission Inventory Software Management System for up to 25 users. The District needs a system capable of handling a full range of permit and compliance activities along with emission inventory capabilities which include software, implementation services, ongoing training and technical support. Ideally, the District would like to acquire these software modules as one integrated solution from one vendor. By procuring an integrated enterprise system, the District seeks to position itself as a leading-edge local government agency using innovative technology to deliver better service to the public. The selected vendor will provide a system that best meets the requirements listed in the checklist in Attachment 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:

Amy Clymo, Engineering and Compliance Manager
Monterey Bay Air Resources District
24580 Silver Cloud Court
Monterey, CA 93940
831-718-8013
Email: aclymo@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., Tuesday, April 30, 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Withdrawal or Modifications of Proposals: Any proposal may be withdrawn or modified by a written request signed by the bidder and received by the District prior to the final time and date for the receipt of proposals.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.

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 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 currently tracks its permits, inspections, asbestos notifications, complaints, breakdowns, violations, and mutual settlement activities with a client/server application software system. This software system has limitations in supporting the District's needs and required customizations and does not include an emission inventory module. The main project objective is to acquire a cloud-hosted database software system to support the District's permitting and compliance activities. The District seeks to implement an off-the shelf management system with the flexibility to allow for agency customization. The District seeks to achieve the following specific goals and objectives for this project:

1. Provide a secure database system that supports permitting and compliance activities and meets the requirements specified in Attachment A.
2. Provide a system inspectors can access in the field to conduct inspections.
3. Provide a system to enable efficiencies in managing emission inventory data for permit units including device data, emission factors, and criteria pollutant and toxic emission calculations.
4. Provide a system with mapping capabilities to provide public access to information.

It is anticipated that the District will need up to 25 user licenses.

III. SCOPE OF SERVICES

Vendors shall provide all services, including project management, implementation, training, and other services required for successful implementation of a database software system. Ideally a single vendor will provide this integrated solution for all systems. 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:

1. Responsiveness to RFP.
2. Qualifications and experience of the Vendor and an estimation of the Vendor’s ability to complete the project in a timely manner.
3. Cost proposal as compared to the District’s budget.
4. Experience with local government clients on similar past or current projects.
5. Feedback from references.

VI. RFP TIMELINE

Below is the tentative schedule for this project.

Distribution of Request for Proposals	April 5, 2019
Deadline for submitting proposals	April 30, 2019
Presentations and Demonstrations	May 1 – May 24, 2019
Vendor Selected	June 7, 2019
Award of Contract by District Board	June 24, 2019
Award Contract	July 1, 2019
Implementation Begins	August 1, 2019

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

Amy Clymo, Engineering and Compliance Manager
Monterey Bay Air Resources District
24580 Silver Cloud Court
Monterey, CA 93940
Email: aclymo@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 April 23, 2019 to Amy Clymo at aclymo@mbard.org.

Attachment A

Permit & Compliance Activity Management and Emission Inventory Questionnaire

Please complete the following matrix to assist the District in determining an appropriate vendor. Place a large “X” in the column that best describes your solution according to the legend below. If additional comments are necessary in conveying features, please use the Comments column for additional details.

Legend for completing the following requirements

S = Standard functionality out-of-the-box

M = Modification/customization required (i.e. standard script changes or other work-around)

N = Unable to provide this feature

Requirements	S	M	N	Comments
General Functionality				
1. Must be Windows compatible. SQL database preferred.				
2. Must be a 100% Web based solution.				
3. Vendor must have a proven track record of being in business for more than 5 years.				
4. Vendor must have a successful record of designing and implementing governmental permitting database systems.				
5. The Application System Administrator must be able to configure all End-User security settings, without the need to rely on the IT Department or Vendor’s Help Desk.				
6. All help files must be context sensitive, and be available within the application, or online via a web link with the most up-to-date version of support.				
7. Supplies web based training videos to refresh Users on standard functionality.				
8. Vendor product for End-Users must support Users of varying technical skills.				
9. End-Users have the ability to edit and save their own search parameters.				
10. Able to search on any field within the database, including custom fields developed over time.				
11. Allow a “time-out” period for Users not working at their computer, ensuring that a				

Requirements	S	M	N	Comments
license is freed up.				
12. System must be flexible to allow for End-Users to determine information displayed on their screen.				
13. Users can select from different displays to personalize their own screens.				
14. Have a real-time dashboard to display dynamic charts & graphs that the User wants to view.				
15. Application System Administrators can create new fields and screens after implementation.				
16. Allow users to use/access several records at one time.				
17. Ability to create, assign and maintain approval groups and manage data access ability.				
18. The proposed system must provide user-defined security, differential rights distribution, role designation, ability to add new users, and user options.				
19. Provide detailed audit trails/reports.				
20. Provide a configurable, flexible workflow management system to automate business processes performed by each department and agency involved with the development review process.				
21. Place warnings, holds and restrictions on a record.				
22. Link to browse recently viewed records.				
23. Ability to view and link related records.				
24. Assign permit applications and inspections, projects, mutual settlement cases, complaint response investigations, breakdowns and tasks to specific staff.				
25. Ability to customize workflow according to our business processes.				
Reporting				
1. System comes with standard reports.				
2. End-Users are able to create custom reports.				
3. Report engine utilizes current version of Crystal Reports.				
4. End-Users are not required to have a copy of Crystal Reports to execute standard reports.				
5. Users are able to create queries on the fly and save those queries for shared future use.				

Requirements	S	M	N	Comments
6. View a preview of report prior to executing.				
7. Export reports into an Adobe PDF, MS Excel, or MS Word format.				
8. Able to select different date ranges to view report information.				
9. Able to print and attach a Report to a record within a single step.				
10. Users can merge data from database in MS Word templates.				
Permitting				
1. Provide ability to track any type of permit or source test, and to add additional permit types as needed.				
2. Ability to assign a unique number system for each permit for tracking purposes.				
3. Ability to link records together creating parent-child relationships.				
4. Ability to duplicate part or all of the data from one permits record to another.				
5. Track contact information of site contacts, contractors, billing contacts, etc.				
6. Ability to systematically adjust permit annual renewal fees based upon fee codes and equipment types.				
7. Provide ability to produce detailed audit trails/reports pertaining to all fees.				
8. Provide online permit application via District's website to the public.				
9. Able to attach associated documentation to a record (pictures, word docs etc.).				
10. Ability to define and add standard conditions as well as free form condition information.				
11. Ability to merge conditions into letters and other documents (equipment type permit templates etc.).				
12. Ability to link records to GIS/Google Earth.				
13. Link to contact information of contractors, applicants, property owners, etc.				
14. Ability to add and modify facility or permit unit specific data such as facility ID, engine rating, fuel type, geospatial coordinates, NAICS, SIC, or SCC codes.				
15. Ability to track and notify to Supervisor and				

Requirements	S	M	N	Comments
Manager of overdue tasks.				
Emission Inventory				
1. Provide ability to calculate emissions for any type of permit unit.				
2. Access to commonly used emission factors such as AP-42 and emission calculation methods with the ability to also input customized calculations.				
3. Ability to enter and store permit unit data such as stack height, criteria pollutant and toxic emissions.				
4. Ability for facility to report emission inventory data online via the District's website.				
5. Ability to export permit unit and facility data in a format such as XML for reporting required for AB617 emission reporting.				
Compliance Inspections, Complaints and Breakdowns				
1. Have an interface where Inspectors can view all of the inspections assigned to them, and results of those inspections from this area.				
2. Ability to re-assign a group of inspections to a new Inspector.				
3. Allow creation of check-lists for resulting inspections.				
4. Ability to create inspection reports from inspection data entered such as inspection date, facility contact, compliance result, and notes.				
5. Capable of batch scheduling inspections from a single screen for all inspection requests.				
6. Track inspections by type, inspector, scheduled date and completed date.				
7. Ability to add geospatial coordinates of facility, permit unit, stack, etc. during inspection from tablet or other device in the field.				
8. Able to view a centralized Work Calendar for all inspectors.				
9. Ability to add attachments.				
10. Able to change the status codes of an inspection to our agency's terminology.				
11. If system hosted on local servers, ability to access server remotely to search database.				
12. Ability to submit Inspection reports				

Requirements	S	M	N	Comments
electronically.				
13. Route complaint & breakdown information to the appropriate department staff.				
14. Store contact information for site of compliant/complainant and breakdown.				
15. Ability to provide the description and resolution of the complaint/breakdown.				
16. Notification to Supervisor and Manager of overdue tasks.				

Violations and Mutual Settlement				
Requirements	S	M	N	Comments
1. Allow multiple violations to be added to a single case.				
2. Track follow-up dates to ensure the case is resolved.				
3. Ability to calculate penalties based on the District's penalty policy.				
4. User rights determine which Users are able to view Case information/details.				
5. Able to attach images to the Case.				
6. Create a Case Details Report which itemizes all details pertaining to the case, including the photos attached.				
7. Easily create MS Word documents and merge data from system into letter.				
8. View all details of a case from a single screen, without selecting different tabs or windows.				
9. Track activities on the record, including when a phone call is made, a follow-up letter is issued, etc.				
10. Ability to assign and track violation to Inspectors.				
11. Ability to duplicate part or all of the data from one case record to another.				
12. Ability to create violation cases related to permit inspections in the field.				
13. Ability to prepare a unique number system per violation case for tracking.				

Asbestos Program Tracking Activity Requirements				
Requirements	S	M	N	Comments
1. Ability to review and approve notifications, surveys and reports.				
2. Ability to generate reports to show trends and statistical data analysis.				
3. Track multiple submittals on any project.				
4. Ability to create a list of standard comments for inspections.				
5. Automatically assign a unique numbering system to new projects (i.e., individual Job number).				
6. Automatically “route” the application information to users whose input is required.				
7. Attach associated project files to record.				
8. Ability to define project timelines.				
9. Track inspections by type, inspector, scheduled date and completed date.				
10. Track contact information of contractors, applicants, property owners, etc.				
11. Ability to duplicate part or all of the data from one project record to another.				
12. Ability to merge conditions into letters and other documents.				
13. Ability to receive and process online applications and revisions to applications.				
14. Ability to track and assign calculated fees based on a predetermined schedule.				
GIS/Mapping				
Requirements	S	M	N	Comments
1. Real-time link to GIS data.				
2. Create GIS maps that display queried data.				
3. Create mail merge notifications from GIS data.				
4. Measure the distance from one map feature to another or a collection of selected features.				
5. Access summary information and related records from map.				
6. Allow users access to GIS information without the need to purchase additional ESRI licenses beyond the license already acquired by the District.				
7. Select facility on map to receive table of all related permits.				
8. Select polygon of inspection area to assign				

inspections by feature class.				
9. Display features based on permit type, emission rate, facility, etc.				

In-Field Usage				
Requirements	S	M	N	Comments
1. Access to aerial photo information through Microsoft Live Maps/Google Maps.				
2. Remotely access permit and compliance data to review in the field.				
3. Ability for field inspectors to print documents stored in the system remotely.				
4. Ability to configure security to assure that only authorized persons are allowed to result an inspection.				
5. Provide the appropriate capabilities to allow field inspectors to enter data in the field with either hand-held devices, tablets, or with laptop computers.				

Online Customer Access				
Requirements	S	M	N	Comments
1. View a map of permitted facilities on the District's website.				
2. Interface with the Districts' website to allow the public to file a complaint online, request public records online, submit permit applications, view facility permit records online, submit an asbestos program notification and revisions. This includes the ability to upload and attach documents.				
3. Match the web pages to our web page format, not only a header bar with the agency's logo.				
4. Have different security levels that determine information available to certain citizens (i.e. Generic login vs. Contractor login vs. Facility login).				
5. Ability to make specified database fields viewable online.				
6. Able to require certain fields and collect custom information during online entry.				

7. View the status of a permit, project, license or case online.				
8. Application System Administrators are able to change the configuration and preferences of the online system.				
Finance and Accounting				
Requirements	S	M	N	Comments
1. End-Users are able to customize reports				
2. Ability to generate reports to show trends and statistical data analysis.				
3. Ability to track permit, asbestos program, and penalty fees and payments.				
4. Ability to generate batch invoices for recurring permit fees, including delinquent penalty invoices, and invoices for asbestos.				
5. Ability to post cash receipts and to track paid and unpaid invoices and generate delinquent reports.				
6. Ability to generate a monthly aging report.				
7. Ability to generate journal entries to interface with the District's financial software system.				

Attachment B - Professional Services Agreement

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:

FOR DISTRICT:	FOR CONTRACTOR:
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 Form¹

By: _____
Les Girard, County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Joyce Giuffre
Administrative Services Manager

Date: _____

Approved as to Liability Provisions³

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.

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

²Approval by Administrative Services Manager is required for all Professional Service Agreements

³Approval 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:

-

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.