

COUNTY OF MENDOCINO
Department of Planning and Building Services

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REQUEST FOR PROPOSAL (RFP)
CEQA CONSULTANT SERVICES

VINEYARD CROSSING VESTING TENTATIVE MAP SUBDIVISION PLANNED DEVELOPMENT

RFP No.	PBS 17-003
RFP Issue Date:	September 08, 2017
RFP Submission Deadline:	September 27, 2017/2:00 pm
Issued by:	Department of Planning and Building Services



REQUEST FOR PROPOSAL

CEQA CONSULTING SERVICES

COUNTY OF MENDOCINO

RFP No.**PBS 17-003****RFP Issue Date:****September 11, 2017****RFP Submission Deadline:****September 27, 2017 – 2:00 pm**

I. INTENT

This Request for Proposal (RFP) announces the intent of the County of Mendocino (County) to invite proposals from qualified environmental consulting firms to prepare an Initial Study (IS) and an Environmental Impact Report (EIR) for a Vesting Tentative Subdivision Map and Development Agreement to develop a 123 lot subdivision on approximately 23.26 acres of land which would include 123 dwelling units and potential to develop 20 second residential units (accessory dwelling units). The developer's objective is to provide a variety of housing unit types to be owner occupied or available for rent. Additional entitlements include a request for a general plan amendment, rezone and proposed planned development overlay to allow for flexibility in lot sizes and lot design. The proposal would also include design standards and park amenities and other public improvements that would be managed by a maintenance district. Access to the project site would be provided via Lovers Lane that runs along the south side of the property.

The purpose of the RFP is to provide a description of the scope of work, proposal requirements, instructions for submitting a proposal, evaluation criteria and selection criteria.

II. DEFINITIONS

COUNTY – The County of Mendocino.

VENDOR – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

CONTRACTOR – A vendor who signs a contract with the COUNTY to perform services.

III. PROPOSAL SUBMISSION GUIDELINES

- A. Vendors must submit five (5) copies of their proposal: four (4) complete paper copies with original Vendor signature, and one (1) complete copy on CD. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be

enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. PBS 17-003", and delivered by 2:00 pm September 27, 2017 to:

Mendocino County
Attn: Ignacio Gonzalez
Planning and Building Services
860 N. Bush Street
Ukiah, CA 95482

Late or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. ***Proposals received after the date and time specified will not be considered.*** Note: The unauthorized use of the County's official logo is strictly prohibited.

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
 - Attachment B – Proposal Checklist/Table of Contents
 - Executive summary of proposal
 - Scope of services
 - Company background and experience
 - Proposal cost plan and narrative (as identified in Section XIII)
 - Attachment C – Exceptions to RFP
 - Attachment D – Letters of Reference
 - Attachment E – Certificate of Non-collusion
 - Insurance coverage/certificate of insurance
 - Acknowledgement of receipt of addenda, if applicable.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**
- E. Prices shall be stated in the format as requested herein. Where indicated, vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.

- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.
- H. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the vendor.
- I. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by vendor shall become the property of the County of Mendocino.
- J. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- K. Vendor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the vendor's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- L. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- M. This service has been selected to be made available for use by other local government agencies (piggy-back). The use of the contract, by the other government agencies, will be optional. Sales to these governmental agencies by the Contractor shall be optional. If bidders choose to extend prices offered on this proposal to other governmental agencies, any resulting contract will be solely between the supplier and the third party unit of government. Mendocino County shall not be responsible for any problems which may arise between other government agencies and the contractor as a result of any sales and/or purchases made.
- N. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost efficient manner (please refer to Attachment H).

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

- A. Pre-submittal inquiries and correspondence shall be directed to:
Procedural & Technical inquiries: Robert Dostalek
Planning and Building Services
(707) 234-6650
dostalekr@mendocinocounty.org

- B. All questions regarding this RFP shall be submitted in writing (Email is acceptable).
- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested vendor(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each vendor known to have received a copy of this RFP. **Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued.**
- D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFP Representatives listed above for any and all technical and procedural inquiries.**

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Vendor's authorized representative, provided it is received **prior to the deadline for submission of proposals.** Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals.**

VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Vendors to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to vendors in the event of schedule changes.**

Scheduled Activity	Proposed Date
RFP Release Date	September 08, 2017
Inquiry Deadline	September 18, 2017

RFP Submission Deadline	September 27, 2017
RFP Selection and Notification	October 6, 2017
Anticipated Date of County Board of Supervisors Approval of Recommendation(s)	November 7, 2017
Approximate Contract Start Date	Week of November 13, 2017

VII. SELECTION PROCESS

- A. The County reserves the sole right to judge the contents of the Vendors' proposals. The selection process will be governed by the following criteria:
1. The proposals must adhere to the instructions and format as specified in this RFP.
 2. The evaluation will include a review of all documents and information relating to the Vendor's services, organizational structure, capabilities, qualifications, past performance, and costs.
 3. Vendors may be required to make an oral presentation and interview before final selection is made.
 4. The County may evaluate any information from any source it deems relevant to the evaluation.
 5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

VIII. SELECTION CRITERIA

- A. The selection of VENDORS(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. VENDORS(s) should submit information sufficient for the County of Mendocino to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.

D. Proposal Review and Evaluation Process

1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
 - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
 - b. Experience of Vendor in providing services and quality of work.
 - c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.
 - d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
 - e. All criteria identified in Attachment F, Proposal Evaluation Form.

IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment G. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for

Proposals (Attachment C). If no exceptions are noted, the County will understand that the Vendor agrees to the terms and conditions as stated in the contract.

- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the Vendor's qualifications. Should any of the information requested by Mendocino County be considered by the Vendor to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.

G. Open Procurement

- 1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
- 2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
- 3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
- 4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.

H. Local Vendor Preference:

- 1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:
 - a. Those contracts which State Law or, other law or regulation precludes this local preference.
 - b. Public Works construction projects.
- 2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2)

Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

X. BACKGROUND INFORMATION

The applicant, Guillon Inc., proposes a multi-phase Vesting Tentative Subdivision Map and Development Agreement to subdivide two parcels (Assessor's Parcel Numbers: 170-040-05 and 170-030-06) comprised of 23.62+/- acres into 123 parcels ranging in size from 4,000 square feet to 12,049 square feet, a 1.8+/- acre linear park (Parcel A), a 0.40+/- acre neighborhood park (Parcel B) and a 0.40+/- acre parcel reserved for storm water management (Parcel C). The dwelling unit distribution would consist of 72 lots devoted to single-family residential, 19 lots as alley-access single-family residential and 32 lots for duplex and townhome designs. The single-family residential lots would range in size from 4,441 square feet to 12,049 square feet, with an average lot size of 6,416 square feet to 7,408 square feet. The duplex/townhome residential lots would range in size from 4,000 square feet to 5,092 square feet, with an average lot size of 4,153 square feet. Water service would be provided by the Millview County Water District and sewer service would be provided by the Ukiah valley Sanitation District.

The project would allow for a total of 123 primary dwelling units and up to 20 second residential units (accessory dwelling units) at buildout. The project also includes a proposed General Plan Amendment to change existing land use designation from AG (Agricultural Lands) to SR (Suburban Residential), a Rezone to change the existing zoning from AG-40 (Agricultural Lands: 40 acre minimum parcel size) to R-1 (Single-Family Residential) and apply the PD (Planned Development) zoning Combing District overlay to the entire site to allow reduced lot sizes and flexibility in lot design. Exceptions to road standards include proposed reductions to roadway width, parking width and travel width. The subdivision would incorporate design standards to guide aesthetics for building and site design, landscaping, lighting and parks. The project also proposes an Alternative Inclusionary Housing Compliance Plan pursuant to Section 20.238.030 of the Mendocino County Code. Additionally, the applicant is also requesting the formation of a maintenance district to manage and repair common facilities (i.e. parks, road, etc.). For a complete project description and additional project details see Attachment A – Project Description and Attachment B – Affordable Housing Plan and Attachment C – Design and Development Guidelines.

The project is located in the unincorporated area of Mendocino County approximately 1.65 miles north of the City of Ukiah town center. The parcel is in close proximity to North State Street/US Highway 101 interchange, lying on the north side of Lovers Lane, approximately 1,500 feet north of its intersection with KUKI Lane. The site is currently assigned the address of 156 Lovers Lane, Ukiah. The site is located within the Ukiah Valley Area Plan (UVAP) boundary with an AG (Agricultural) land use classification.

This area was not considered for any land use changes under the adopted UVAP, August 2011.

XI. SCOPE OF WORK

The County is seeking an environmental consultant (Vendor) to conduct the required environmental review, evaluation and mitigation of the Vineyard Crossings Vesting Tentative Map 123-Lot Subdivision and Planned Development pursuant to CEQA. The scope of services includes, but is not limited to, technical studies, reviews, and analyses needed to conduct an environmental evaluation of the Vineyard Crossings Vesting Tentative Map 123-Lot Subdivision and Planned Development, and preparation of the necessary documents to comply with CEQA.

The applicants have commissioned several technical studies, which include the following:

1. Draft Traffic Impact Study for the Vineyard Crossing Subdivision, dated August 24, 2017, prepared by W-Trans Traffic Engineers.
2. Vineyard Crossing Subdivision Noise Assessment, dated August 22, 2017, prepared by Illingworth & Rodkin, Inc.
3. Vineyard Crossing Residential Project Air Quality and Greenhouse Gas Assessment, dated August 22, 2017, prepared by Illingworth & Rodkin, Inc.
4. Special Status Plant Survey Report for the Vineyard Crossing Subdivision Planned Development, dated June 15, 2017, Prepared by Jane Valerius, Botanist, Jane Valerius Environmental Consulting.
5. Preliminary Supplemental Geotechnical Feasibility Study for the Proposed Development at 165 Lovers Lane, Ukiah, CA, dated May 30, 2017, prepared by Chandler Koehn Consulting.
6. Geotechnical Feasibility Study for the Proposed Development at 165 Lovers Lane, Ukiah, CA, dated December 5, 2016, prepared by Chandler Koehn Consulting.
7. Vineyard Crossing Agricultural Economic Feasibility and Economic Impact Study, dated December 30, 2016, prepared by Barbara Wyse, Highland Economics

Copies of the technical studies provided by the applicant are provided with this RFP for bidders review.

Deliverables will also include a peer review and possible incorporation of the applicant's technical studies if deemed adequate, both public and agency Scoping meetings,

completed Initial Study and an Environmental Impact Report (the EIR includes both the Draft EIR and Final EIR, including responses to comments), notices, a Mitigation Monitoring and Reporting Program, supporting studies and documents, all required notices, state document submittals required pursuant to CEQA, and PDF versions of the draft and final EIR. The work program and schedule should be based, at a minimum, on the processing requirements contained in the CEQA guidelines. County staff and/or County's outside counsel will prepare the CEQA findings of fact and statement of overriding consideration. The Vendor is expected to participate in or conduct relevant meetings, which shall include a scoping meeting and public hearings before the County's Planning Commission and Board of Supervisors.

Specifically, the Vendor that is contracted shall provide the following services and deliverables:

A. PREPARE INITIAL STUDY AND NOTICE OF PREPARATION

Contractor will coordinate closely with County staff to prepare the project description and prepare supporting graphics for inclusion in the Notice of Preparation (NOP). As part of this task, Contractor will prepare the IS checklist to accompany the NOP in order to provide the substantial evidence necessary to scope out those issue areas that will not be evaluated in the EIR. The decision on what issue areas to evaluate in the EIR will ultimately be made by the County after completion of the IS. Contractor will follow the County's preferred format to prepare the NOP and IS. The IS will incorporate the appropriate mitigation measures, applicable state and federal regulations and County policies and standards to demonstrate how impacts will be reduced to less-than-significant levels.

Prior to issuance of the NOP, the Contractor, County representative and representative of Guillon, Inc., shall hold at least one in-person or telephonic meeting to solicit information from Guillon Inc., concerning the scope and content of the EIR including, but not limited to: the existing setting, baseline, and appropriate scope of analysis in the EIR; a "project alternative" to the proposal to be analyzed in the EIR; and scientific information, technical studies, reports and other materials to be considered in the EIR.

The NOP will clearly describe the proposed project, project background, project location, and those issue areas that will be evaluated in the EIR. If specific comments are received from any responsible or trustee agencies or the public that request the EIR evaluate additional issues, Contractor will consult with County staff to determine how to address those comments in the EIR.

Contractor will prepare an Administrative Draft NOP/IS for staff review. The NOP will include a description of the project, the project location, a brief description of probable environmental effects (in the form of the IS), a proposed list of those issue areas not evaluated in the EIR, and maps that show the project location and

proposed site plan. Contractor shall review comments and prepare the final NOP/IS for publication.

Deliverables

- Electronic submittal of the NOP/IS in MS Word for staff review
- Fifteen (15) copies of NOP/IS + NOC provided to OPR
- One (1) hard copy and one (1) electronic copy of NOP/IS to the County
- Master copy of the NOP/IS in MS Word and PDF on CD for posting on the County's website.

B. DRAFT EIR

The EIR will review and incorporate technical reports prepared by the Applicant, Contractor and by the County or other agencies to the extent applicable and feasible, as well as information from existing environmental and other documents relating to the project.

1. Prepare Administrative Draft EIR

The Project Description, along with a general description of proposed alternatives, shall be provided to the County for review in advance of the rest of the Administrative Draft EIR, so that the County can provide feedback on project objectives and the choice of alternatives before Contractor expends substantial effort on the Administrative Draft EIR. The ADEIR will be prepared in accordance with the most recent version of the CEQA Guidelines and County CEQA Guidelines. In addition to the analysis contained in the EIR, the EIR will append the NOP/IS, all comments on the NOP, and all supporting technical studies prepared as part of the EIR effort.

The Contractor will prepare an Administrative Draft EIR (ADEIR) that includes the following information:

- **Introduction.** The Introduction will describe the CEQA process, type of environmental document, areas of concern identified as part of the NOP review process, and project background/history, as well as define the environmental baseline.
- **Project Description.** The Project Description will describe the project's history, existing conditions present within the project boundaries, project objectives, surrounding land uses, and the nature and location of specific elements of the proposed project, and requested project entitlements and/or approvals. A draft of the project description will be provided to County staff and the applicant's team for review prior to commencing work on the technical sections to ensure the project description accurately represents the project.

- **Summary of Environmental Effects.** The Summary of Environmental Effects chapter presents an overview of the results and conclusions of the environmental evaluation. This chapter identifies project impacts and feasible mitigation measures in a summary table that provides an overview of the level of significance both before and after mitigation.
- **Environmental Analysis.** The Contractor will prepare an IS to determine the level of environmental analysis required. At this time, it is assumed the EIR will evaluate the issue areas in the following list, however, the County will determine if additional issues areas will require evaluation in the EIR after review of the IS.
 - Agriculture Resources
 - Biological Resources
 - Cultural Resources
 - Air Quality
 - Land Use, including Plan Consistency
 - Noise
 - Greenhouse Gases
 - Traffic
 - Public Services (Water & Sewer and other services)
 - Population and Housing
 - Growth Inducing Impacts
 - Mandatory Findings of Significance
- **Other CEQA Considerations.** This chapter discusses issues required by CEQA including unavoidable adverse impacts, irreversible environmental changes, growth inducement, and a summary of cumulative impacts.
- **Alternatives.** The Alternatives chapter provides a description of the project alternatives. The impacts of the alternatives are quantitatively analyzed (if feasible); otherwise, they are qualitatively compared to those of the proposed project. As indicated above, the final selection of project alternatives will be determined in consultation with County staff, and legal counsel during the early stages of preparation of the ADEIR. It is assumed the EIR will evaluate up to four project alternatives including a No Project/No Development.
- **Appendices.** Supporting documentation will be provided in the appendices, including all the technical studies prepared for EIR. The appendices will be provided on a CD to be inserted in a sleeve in the back cover of the DEIR document.

2. Evaluation of Technical Issues

The technical sections of the ADEIR will describe the existing physical conditions at the project site based on published materials and a site reconnaissance, including the technical studies provided by the applicant, if deemed acceptable. Existing federal, state, and local laws and regulations, including County General Plan goals, policies, and implementation programs, the Ukiah Valley Area Plan

(UVAP), including the zoning ordinance, will be summarized in the regulatory setting discussion.

The methods of analysis and standards of significance used for determining impacts of the project will be clearly and explicitly described in each technical section of the EIR, including any assumptions that are important to understand the conclusions of the analysis. The standards of significance will reflect the County's policies and regulations and will be consistent with other County environmental review documents.

3. Prepare Prepublication Draft EIR

Contractor will prepare a Prepublication DEIR that incorporates all modifications made to the first ADEIR. This will allow the County to review the document before it is published to ensure all comments have been addressed.

4. Prepare Draft EIR

Contractor will revise the Prepublication DEIR based on one set of consolidated comments received from the County and prepare the DEIR for a 60-day public review period. Contractor will also prepare the required Notice of Completion (NOC) and file with the Office of Planning and Research (OPR) the NOC and 15 copies of an Executive Summary with accompanying CDs that include the EIR project analysis for distribution to applicable state agencies for review. Contractor will provide the County with electronic files of the project in pdf format for posting on the County's web page, as encouraged by the CEQA Guidelines.

During the 60-day review period Contractor will attend a public hearing on the DEIR to hear oral comments on the adequacy of the EIR analysis.

5. Deliverables

- Five (5) bound copies of the ADEIR and one electronic copy for internal review
- Electronic copies of the Prepublication DEIR will be submitted for final review, one for County staff and the other for the County's outside counsel
- One (1) camera-ready (unbound) hard copy, twenty-five (25) bound copies, and one (1) Master CD with the DEIR in MS Word and PDF for posting on the County's website, fifteen (15) CDs with the DEIR in PDF
- NOC, fifteen (15) Executive Summaries, and 15 CDs of the DEIR provided to OPR

C. PREPARE FINAL EIR

1) Prepare AFEIR

After close of the 60-day public comment period, Contractor will bracket all comment letters received and oral comments received at the DEIR hearing and

prepare written responses. After bracketing the comments, Contractor will submit the proposed bracketing system to County staff for its review and approval. Contractor will prepare an Administrative Draft Final EIR (AFEIR) for County review. It is assumed that the AFEIR will include a chapter on text revisions to the DEIR and a chapter with all of the comments and written responses. Should comments on the DEIR raise new issues, or require that new surveys or technical studies be conducted to complete adequate responses, Contractor will initiate discussions immediately with County staff to evaluate the options.

Contractor will respond to comments and prepare the AFEIR.

Consistent with CEQA requirements, a mitigation monitoring and reporting program (MMRP) will also be prepared to address any mitigation measures. The MMRP will include all mitigation measures identified in the DEIR. The MMRP will be designed to ensure compliance with all adopted mitigation measures. The MMRP will be in a table format and will specify mitigation measures, timing of the action, and parties responsible for implementation and monitoring. The MMRP will accompany the AFEIR for review.

2) Prepare Prepublication FEIR

Contractor will prepare a Prepublication FEIR for internal review. It is anticipated electronic copies of the document will be submitted for final review, one for County staff and the other for the County Counsel.

3) Prepare FEIR

Contractor will prepare the FEIR for publication. Revisions to the MMRP will also be made in accordance with County's direction.

Contractor will either email or fax responses to all agency comments received 10 days prior to final action, in accordance with CEQA requirements. The County or the County's outside counsel will prepare and post the Notice of Determination (NOD) and prepare the Findings of Fact and Statement of Overriding Considerations.

4) Deliverables

- Electronic copy of the AFEIR in MS Word for staff review and five (5) bound copies
- Electronic copy plus one hard copy of the prepublication FEIR for staff review
- One (1) camera-ready (unbound) hard copy, twenty-five (25) bound copies, and one (1) Master CD with the FEIR in MS Word and PDF for posting on the County's website, fifteen (15) CDs with the FEIR in PDF

D. PROJECT MANAGEMENT AND MEETINGS

Contractor will attend project meetings with County staff during preparation of the ADEIR and the FEIR for an estimated total of 8 - 10 internal team meetings, to be attended by teleconference. In addition to County staff, a project manager will be assigned to oversee the overall management of the project. Contractor would be expected to attend via teleconference project status/progress meetings as determined by the County.

In addition, Contractor will attend project meetings during preparation of the IS/NOP and DEIR for an estimated total of 2 – 3 meetings, to be attended by teleconference.

E. PLANNING COMMISSION AND BOARD OF SUPERVISORS HEARINGS

Contractor will attend up to three public hearings on the project before the Planning Commission and the Board of Supervisors during project review, including the public hearing on the DEIR.

Contractor will be available to answer questions during the hearings and provide a brief overview of the findings of the EIR, if requested.

Contractor will be responsible for preparing findings and conclusions of the EIR, including summary of identified impacts, project alternatives, and mitigation measures.

XII. MINIMUM QUALIFICATIONS

The environmental consultants (Vendors) responding to this Request for Proposal must be qualified to oversee the Project from start to finish and will be responsible for performing the Scope of Services in a manner acceptable to the County. Where a responding Vendor proposes to assemble a team of subconsultants to assist in the preparation of the EIR, all sub consultants must be listed, including personnel selected to work on the Project at the time of the bid proposal, with references for each participating consultant and associated personnel.

Persons or firms proposing to bid on this RFP must be qualified, experienced, and competent in providing a range of environmental analysis services within established time frames and budgets. Bid proposals submitted must include a statement of the Vendor's general qualifications demonstrating the Vendor's ability to fulfill requirements of this RFP.

Any proposal shall include a curriculum vitae for all proposed team members. Such curriculum vitae must:

- Disclose any past employment or consulting services provided to Mendocino County or Applicant, regardless of time period;
- Provide a complete employment history and client list for the past five years; and

- Identify any employer or client within the last five years for whom the team member prepared an EIR or provided other environmental consulting services.

The Vendor's proposal should demonstrate the following:

- a. Sufficient experience and exemplary past performance in preparing EIRs and similar documents for a range of projects such as regulatory actions, development projects, general plans, and other land use entitlements, etc. To illustrate the Vendor's experience, the bid proposal must include sample EIRs prepared by the Vendor within the last three years demonstrating expertise in preparing environmental impact analyses in various environmental topics such as aesthetics, air quality, climate change, greenhouse gas analysis, water quality, noise, agricultural and conversions, land use consistency, biological and botanical, traffic and circulation, population and housing, and cultural resources.

The Vendor must be the primary Vendor preparing the sample EIR. Primary Vendor means the Vendor was responsible for preparing 80 percent or more of the Sample EIR. Please provide sample EIRs on CD-ROMs. The sample CEQA documents must be EIRs or various types of EIRs, e.g., subsequent, program, master, etc. EIRs must include all of the substantive requirements in CEQA Guidelines §§15120 – 15132. Submitting addenda, negative declarations, mitigated negative declarations or EIRs that do not include all of the substantive requirements in CEQA Guidelines §§15120 – 15132 is grounds for disqualification.

Sufficient experience and exemplary past performance in preparing EIRs for housing development projects, including expertise with inclusionary housing programs and regulations.

- b. Expertise in the following areas: excellent writing skills; extensive knowledge of CEQA and CEQA case law; an excellent understanding of recent changes to CEQA and the CEQA Guidelines; extensive experience in conducting environmental impact analyses; preparing mitigation monitoring plans pursuant to Public Resources Code Section 21081.6; and experience with determining consistency with applicable plans.

XIII. PROPOSAL FORMAT AND CONTENT

Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:

- A. An executive summary and written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: experience, stability & growth, commitment, product and services.

- B. A description of the process/approach to be used in providing the services described in Section XI – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all scope modules.
- C. A description of Vendor's experience in providing the requested services.
- D. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
- E. Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Vendor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
- F. Any exceptions to the terms and conditions as specified in Attachment G to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- G. Two (2) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Vendor has worked to provide services.
- H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- I. Timeline indicating implementation schedule.
- J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

XIV. FORMAT OF COST PROPOSAL

The Vendor must itemize all costs, including per hour costs, chargeable to the County as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

XV. CONTRACT

A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent of award.

B. Execution of Contract

1. Upon the acceptance of a Vendor's Proposal, County will prepare and submit a contract to the successful Vendor for signature. (See sample contract, as Attachment G, which contains required contractual language.) In the event that the successful Vendor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
2. Incorporated by reference into the contract which is to be entered into by County and the successful Vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Vendor's response thereto, and (b) all written communications between County and the successful Vendor whose Proposal is accepted.

C. No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Contract Term

The term of the AGREEMENT(s) will be for a period of two (2) year(s) with the option to extend the AGREEMENT(s) up to two (2) additional one-year periods.

F. Insurance

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) 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, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment G, Sample Mendocino County Contract.

XVI. REJECTION OF PROPOSALS

The RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected contractor will be required to obtain a County business license if not already held.

XVII. GENERAL CONDITIONS

While the intent of the County is to award the contract to the selected Vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.

- 2) The County has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the County finds that the Vendor's performance is not satisfactory (as specified in Attachment G – Sample Mendocino County Contract, paragraph 20).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the County. Final payment to the Vendor will only be made when the County finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

XVIII. LIST OF ATTACHMENTS

Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
Attachment B – Proposal Checklist/Table of Contents
Attachment C – Exceptions to RFP
Attachment D – Letters of Reference
Attachment E – Certificate of Non-collusion
Attachment F – Proposal Evaluation Form
Attachment G – Sample Mendocino County Contract
Attachment H – Mendocino County ePayables Information

**ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)**

County of Mendocino
Department of Planning and Building Services



RFP No. PBS 17-003
CEQA Consultant Services

RFP No.	PBS 17-003
RFP Issue Date:	September 08, 2017
RFP Submission Deadline:	September 27, 2017 – 2:00 pm

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. PBS 17-003", and delivered by 2:00 p.m. September 27, 2017 to: Mendocino County, Attn: **Ignacio Gonzalez**, 860 N. Bush Street, Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

Procedural & Technical inquiries:

Robert Dostalek
Planning and Building Services
(707) 234-6650
dostalekr@mendocinocounty.org

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name:	_____	Date:	_____
Representative:	_____		
Title:	_____		
Phone:	_____		
Address:	_____	Fax:	_____
Federal Tax ID No.:	_____	Email:	_____

RFP Contact Information (if different then above)

Contact Person:	_____		
Title:	_____		
Phone:	_____	Fax:	_____
Address:	_____	Email:	_____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?
☐ YES ☐ NO
2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?
☐ YES ☐ NO
3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.
☐ YES ☐ NO
4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?
☐ YES ☐ NO
5. Do you agree that the proposal amount includes all costs incident to the proposed contract?
☐ YES ☐ NO
6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?
☐ YES ☐ NO
7. Do you agree to be an ePayable as described in Attachment H?
☐ YES ☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____
(Printed name)

Signature: _____

Date: _____

ATTACHMENT B PROPOSAL CHECK LIST/TABLE OF CONTENTS

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page No.
Signature Page, signed by authorized representative (RFP Attachment A)	
Proposal Check List/Table of Contents (RFP Attachment B)	
Executive Summary	
Scope of Services (in relation to providing services described in Section XI, Scope of Work)	
Company Background and Experience (including staff resumes)	
Proposal Cost Plan and Narrative	
Exceptions to the RFP (RFP Attachment C)	
Letters of Reference (minimum of two (2)) (RFP Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (RFP Attachment E)	
Insurance Coverage (Certificate of Insurance)	

ATTACHMENT C EXCEPTIONS TO RFP

Company Name: _____

Representative: _____

Title: _____

Address: _____

Phone: _____ Email: _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

[illegible]

Authorized Representative: _____

(Printed name)

Signature: _____

Date: _____

**ATTACHMENT D
LETTERS OF REFERENCE**

Please list the references (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.	Dates Services Provided (From/Through)

**ATTACHMENT E
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

_____, 2017
Date

ATTACHMENT F
COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM
RFP No. PBS 17-003
Department of Planning and Building Services

Vendor Name: _____

Evaluated By: _____

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the General Services Agency

		Weight	*Rating Scale	Points Total
D.	Cost	15 points		
E.	Implementation Plan and Schedule	30 points		
F.	Relevant Experience	30 points		
G.	References	10 points		
H.	Overall Proposal	15 points		

Evaluation Total (Maximum 500)		
--------------------------------	--	--

Comments:

Scoring: (To be performed by the General Services Agency/Purchasing Agent)

Weight X *Rating (per Scale) = Points Total

*Rating Scale: 5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable

ATTACHMENT G – SAMPLE AGREEMENT**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the “COUNTY”, and _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its [Services]; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit “A”, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements

The term of this Agreement shall be from _____, 20____ through _____, 20____.

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO**CONTRACTOR/COMPANY NAME**

DEPARTMENT NAME: _____

DEPARTMENT HEAD _____ Date _____

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

NAME AND ADDRESS OF CONTRACTOR: _____

INSURANCE REVIEW:_____
ALAN D. FLORA
Assistant CEO/Risk Manager

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED: _____

CARMEL J. ANGELO
Chief Executive Officer**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM: _____

KATHARINE L. ELLIOTT,
County Counsel_____
Deputy**FISCAL REVIEW:**_____
Deputy CEO/Fiscal

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; 50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or

death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Planning and Building Services
860 North Bush Street
Ukiah, CA 95482
Attn: Ignacio Gonzalez, Director

To CONTRACTOR: [Name of Contractor]
[Number and Street]
[City, State, Zip Code]
ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall engage in any unlawful discrimination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, shall engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be

affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
 - b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
 - d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. **OTHER AGENCIES:**

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

[END OF PAYMENT TERMS]

EXHIBIT C**INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

ATTACHMENT H
MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making electronic payments to all of our vendors and suppliers who qualify. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Dennis Dowd dowd@co.mendocino.ca.us or 707-234-6864.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general-vanity-sg01vn000r_epayablesvendors-na