

**COUNTY OF MENDOCINO**  
**EXECUTIVE OFFICE/**  
**CENTRAL SERVICES DIVISION**

501 LOW GAP ROAD, ROOM 1010 ♦ UKIAH, CA 95482 ♦ (707) 463-4441  
[CEO@MENDOCINOCOUNTY.ORG](mailto:CEO@MENDOCINOCOUNTY.ORG)

**REQUEST FOR QUALIFICATIONS (RFQ)**

**ARCHITECTURAL/ENGINEERING SERVICES FOR THE MENDOCINO COUNTY  
JAIL REPLACEMENT SPECIAL NEEDS HOUSING UNIT AND VISITORS CENTER**

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<b>RFQ No.</b>	<b>57-17</b>
<b>RFQ Issue Date:</b>	<b>9/12/2017</b>
<b>RFQ Submission Deadline:</b>	<b>October 27, 2017 2:00 PM</b>
<b>Issued by:</b>	<b>Executive Office</b>

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# REQUEST FOR QUALIFICATIONS

## ARCHITECTURAL/ENGINEERING SERVICES FOR THE MENDOCINO COUNTY JAIL REPLACEMENT SPECIAL NEEDS HOUSING UNIT AND VISITORS CENTER

### COUNTY OF MENDOCINO

<b>RFQ No.</b>	<b>57-17</b>
<b>RFQ Issue Date:</b>	<b>September 12, 2017</b>
<b>RFQ Submission Deadline:</b>	<b>October 27, 2017 - 3:00 p.m.</b>

#### INTRODUCTION

The County of Mendocino is soliciting Letters of Qualifications (proposals) from qualified firms for professional services to complete jail design work, including architectural and engineering. This Request for Qualifications (RFQ) is extended to any qualified firm (hereinafter 'Firm') that meets the minimum qualifications and has the required experience as described below.

#### PRE-SUBMITTAL INQUIRIES

Pre-submittal procedural or technical inquiries may be directed to:

Alan Flora  
Assistant CEO  
Mendocino County  
707-463-4441  
Fax: 707-463-5649  
Email: [floraa@mendocinocounty.org](mailto:floraa@mendocinocounty.org)

Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the evaluation process. Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFQ Representatives for technical and procedural inquiries.

#### STATEMENT OF WORK AND SCOPE OF SERVICES

##### A. PROJECT DESCRIPTION AND OVERVIEW

The County of Mendocino intends to make improvements to the Mendocino County Jail in Ukiah, California. Those improvements will include an addition of a SB844 Special Needs Housing Unit and visitation area for attorneys.

The project is funded primarily by the Board of State and Community Corrections (BSCC) under SB844, with a reduced 4.18% match from the County in cash and in-kind contributions. The project will consist of: 60-beds; 20 replacement beds and 40 new beds. It will also include new program rooms directly accessible to each new housing pod; a new clinic area supporting medical, dental and mental health services; staff areas; respiratory isolation cell with an anteroom; safety cell; new contact visitation space for attorney

visitation room; and new recreation yards directly accessible from the dayrooms and the new housing units.

When the new construction project is completed, the project will result in a consolidated housing for our at-risk medically and mentally ill population; add administrative space for medical and mental health staff; solve the overcrowding problem of the Women's Jail; and provide dedicated space for attorney contact visits. The purpose of the centralization of housing for the at-risk medically and mentally ill is to co-locate the patients with medical providers for ease of treatment, improved treatment coordination and a higher level of care.

The mental health treatment area will be conducive to modern mental health treatment practices, with space for large and small group therapy. Individual counseling areas will also be provided for crisis intervention and suicide prevention. The "incompetent-to-stand-trial" inmates will be housed in this area so they can be assessed and participate in the judicial system training matrix.

Planning and delivery must follow the State Administrative process as directed by the BSCC. Construction delivery is planned as design-build with an estimated project cost of \$26,000,000 including soft costs and contingencies. The architectural and engineering consulting team will be selected and awarded as the prime consultant for this project as a result of this procurement.

#### **B. SCOPE OF SERVICES**

In accordance with the scope of the program described above, the County is soliciting the services of a prime architectural and engineering team, which is experienced in secure detention design for the scope of work of the project.

The services required will involve consulting for full architectural and engineering design and related consulting services including but not limited to programming and planning, accessibility, mechanical, electrical, plumbing, life safety, Leadership in Energy and Environmental Design, commissioning, security, telecommunications, structural, civil, geotechnical, audio-visual, medical equipment and furniture interior design planning, detention, and related disciplines, and any other details discovered in the planning and implementation process:

1. Consulting with the Mendocino County SB844 Construction Team, and related internal and external agencies including State and County authorities having jurisdiction relative to the planning, design and construction of the project.
2. Field trips as required to the jail and to Sacramento for required site and approval meetings for preparation and approval of all required documents.
3. Attendance at design meetings as scheduled, preparation, and distribution of all required documents and deliverables for, approvals, milestone updates and all other milestones.
4. Preparation of budgets, critical path planning schedules, studies and all other required plans and specifications to comply with internal County and external State approvals and in compliance with applicable codes and regulations and ordinances. All applicable life cycle cost analysis and energy, structural modeling and other calculations will be performed and provided as needed.

5. Preparation of complete documents for the project and other related coordination and documents for the associated program work as needed, including but not limited to design conceptual documents, schematic documents, program validation documentation, and technical and performance specifications for the design-build bid and related contract documents per stipulated deliverables for related projects.
6. Completion of original and conforming detailed cost estimates at all deliverable milestones and phases.
7. Compilation of bid documents and addenda and participation in bidding and evaluation of design-build teams and other contractors for related work.
8. Provide a scope of services during design-build as appropriate, and attendance at construction meetings as needed, during the design phase of the design-build contract and during construction and completion.
9. Conduct regular site and other visits during design and construction to the project site to assure progress of the work, character, scope and detail of construction subject to the original design criteria and consultation of technical matters.
10. Where contracted for preparation of other construction documentation and deliverables for related projects, provide technical direction, interpretation of construction documents, and provide recommendations regarding other construction administration matters as per the standard of care and contract provisions. Analyze substitutions, test reports, materials, equipment, systems, schedules, sop drawings, laboratory reports, as needed, participate in review of pay requests.
11. Confirm acceptance of the project as appropriate and where the architect of record for related work, provide record documents.

#### **MINIMUM QUALIFICATIONS**

In order to qualify for interview and selection, the Firm must meet the following minimum requirements:

- A. Firm has successfully performed the design of at least three (3) adult detention facilities with construction completed within the past ten (10) years. Construction may be new or renovations.
- B. Firm has designed for both direct and indirect inmate supervision.
- C. Firm is available to begin working on this project within two (2) weeks after the award of contract until project closeout (see estimated timeline below in calendar of events). Architect and Engineering staff assigned to provide primary services shall remain until completion of the project.
- D. Firm demonstrates ability to provide all of the professional services outlined in the scope with a high record of success. The firm should be able to show at least three (3) similar projects (two (2) in California) in the last 10 years for which the Firm has successfully provided their services.

- E. Have sufficient staff and resources to meet the requirements of the contract including redundancy of qualified personnel such that key persons can be readily replaced, with County's pre-approval, in the event of illness, employment change or other reason.
- F. Be able and agree to execute and meet the terms and conditions of the attached County of Mendocino Standard Services Agreement (see Attachment A).
- G. Be able to demonstrate financial stability through financial statements.
- H. If resources outside your firm are to be used, have qualified sub-contractors who have extensive experience for the type of work they will provide for this project. All sub consultants will be at the approval of the County.
- I. The selected Firm must comply with all applicable state and federal regulations regarding equal opportunity employment.

#### **LETTER OF QUALIFICATIONS REQUIREMENTS**

Letters of Qualifications shall be complete and address each of the following sections. The letter must be printed on 8.5" x 11" paper with each answer or description in the order given below. Focus your response to this RFQ. Responses should include Firm's capability to meet or exceed each minimum qualification. Submit one (1) original and nine (9) copies of the complete Letter of Qualifications.

- A. **Firm Description** – Provide a complete description for each firm on the Organization Chart including: name, address, telephone, cellphone, e-mail and facsimile numbers of the firms; firm history and organization; numbers and types of buildings designed; philosophical approach to their profession; and current workload (number and size of projects currently underway) with a description of how the firm would meet the needs of Mendocino County within its existing commitments. If the firm has more than one office, provide a general description of the overall firm with detailed information about the specific office assigned to this project.
- B. **Organization Chart** – Provide an organization chart of the proposed team, which identifies the firm and each sub-consultant. The chart should show the organizational structure of the team, the scope of services provided by each team member and provides names of all key personnel. Include specialty sub-consultants that you would expect to use on this type of project. Also, include a brief description of experience that this team has had working together on previous projects.
- C. **Key Personnel** – Identify the key personnel and their backups for the Architect/Planner and each sub-consultant that will be assigned to this project, including project principal, project manager, and lead designer. Include resumes and project experience of each person with emphasis on experience with similar facilities: responsibilities, years of experience in total and with current firm and specific projects.
- D. In order for qualifications to be considered complete, proposer must provide all information requested, including:
  - 1. Copy of current license to practice architecture or engineering in California; and

2. Copy of current certification by the State of California Division of the State Architect (DSA) as a Certified Access Specialist (CAS).
- E. **Experience** - Describe at least three (3) similar projects (two (2) in California) in the last 10 years for which the Firm has successfully provided their services. The descriptions should include:
1. Client name, contact person, address and telephone number.
  2. Project team – firm and sub-consultants, and licensing information.
  3. Project scope.
  4. Describe your role and responsibilities for each project – if performed by an individual on your team while under employment to another firm; identify the name of the firm and the individual's dates of employment and job title with that firm.
  5. List all completed, ongoing or pending litigation or arbitration in which the firm and the sub-consultants have been involved over the past 10 years including projects other than those listed above. Briefly explain the surrounding events and the outcome. Identify the other parties.
- F. **Project Approach** - Describe the approach you would use in providing services for this project. Include the techniques, procedures, documents and tools you would use, and the effort, input and/or information you would need from the County.
- G. **Agreement** - The successful applicant will be required to adhere to the provisions, terms and conditions of the attached standard County of Mendocino Agreement for Consulting Services. Objections to any provisions must be identified in the letter of qualification.
- H. **Financial Statement** – Provide the firm's most recent financial statement. It shall be complete in accordance with accepted accounting principles and shall include the following information: Current Assets (cash, accounts receivable, notes receivable, accrued income and deposits); Net Fixed Assets; Other Assets; Current Liabilities (accounts payable, notes payable, accrued expenses, taxes, accrued salaries, accrued sub-consultant payable and payroll taxes); and the name of the firm preparing the financial statement.
- I. **Billing Rates** –Provide your standard hourly billing rates for each labor category including sub-consultants.
- J. **Other** - Provide any other information regarding your qualifications you feel is appropriate for consideration for this project.

## **INSTRUCTIONS TO PROPOSERS**

### **RESPONSE FORMAT / CONTENT**

- A. Subject to the criteria for evaluation included in this RFQ, the proposal responses shall include the following information:
1. Organization and Approach

- a. Describe the background and qualifications of the proposed prime architectural and engineering consultant and his or her team. Describe the roles and organization of the proposed prime architectural and engineering consultant's team for this project. Indicate the composition and number of project staff, availability and relevant experience of the prime architectural and engineering consultant/team as it relates to the scope of work for this assignment as you understand it from this RFQ.
- b. Describe your specific experience for this special assignment for other clients, to the extent that that can be disclosed and to your management approach to implementing the duties identified in your understanding of them. Provide a detailed description of how the individual prime architectural and engineering consultant and his/her team, including all sub-consultants, if there are any proposed will be managed and the scope of work provided by each firm to respond to the phases described above.
- c. The prime architectural and engineering consultant and his/her team should all show relevant experience, for the project's Scope of Work, as well as the duration of qualifications for this specialized work within or outside employment with the proposing firm if the key individual prime architectural and engineering consultant is working in a larger firm. Key members, especially the prime architectural and engineering consultant and support or key staff shall have significant demonstrated experience with this type of assignment, and should be committed to stay with the project for the duration of the assignment as it has been described, subject to contract and publication of a specific schedule for the Scope of Work.
- d. Describe how your team will work with the County's project staff and identify what information and time will be required from them for this project in your experience with similar assignments. Indicate where the CAS prime architectural and engineering consultant or prime architectural and engineering consultants on the team will be physically located for the duration of the assignment which is described.

2. Scope of Work Provided:

- a. Include a detailed Scope of Work statement describing all services to be provided in response to the RFQ as you understand that from the Scope of Work described in this RFQ.
- b. Describe Project Deliverables for each phase of your work from what you currently understand in this RFQ.

3. Schedule of Work:

- a. A schedule will be developed with Mendocino County once the consultant is selected, the scope of work is contracted and the specified overall schedule is identified.

4. Hourly Rate Schedule

- a. Provide hourly rate fee schedules for your office and each key consultant Architectural and Engineering and Related Professional Services and staff, indicating the job classifications for the proposed staff for the intended. Show duration of applicability of hourly rates.

- b. Once the architectural and engineering and related professional services is selected, the selected prime architectural and engineering consultant will be asked to provide a person-hours budget for the proposed project scope by position, broken out by project phase as per the proposed contract terms, on which the contract will be based.
- c. Proposal responses must be signed in blue ink. The signatures of all persons required under the applicable organizational documents in order to bind the proposer must be on the proposal response. Provide applicable signature documentation pursuant to Consultant's organizational structure verifying the authority of the person signing the proposal response to commit to its Proposal on behalf of the Consultant.

## 5. Exhibits/Attachments

- a. Proposers shall include in their submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibit. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in the County's sole discretion.

## SUBMISSION REQUIREMENTS

- A. Letters of Qualifications shall be submitted in a sealed envelope, clearly marked: 'Request for Qualifications- RFQ# 57-17', to:

Mendocino County  
Executive Office  
501 Low Gap Rd., Room 1010  
Ukiah, CA 95482  
Attn. Alan Flora

- B. Letters must be received, regardless of postmarked date, no later than **Friday, October 27, 2017 by 2:00 PM.** Late or facsimile proposals will not be accepted. It is the Firm'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.*
- C. *Proposal responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any proposal response or part thereof so marked. Proposal responses submitted in response to this RFP/Q may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records.*
- D. The Firm is solely responsible for the costs incurred in preparing its Letter of Qualification. The County of Mendocino will provide no compensation for such costs. The County discourages lengthy and costly submittals. Letters of Qualification should be prepared economically and provide a straightforward, concise description of the Firm's capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content.
- E. The County of Mendocino reserves the right to reject any or all Letters of Qualifications for any reason, to withhold consideration of incomplete responses, to waive informalities or



request additional information of the Firms at its discretion, and reserves the right to terminate the solicitation and/or evaluation process at any time.

- F. Acceptance of a Letter of Qualifications or other material during the selection process does not constitute a contract and does not obligate the County of Mendocino to award funds. Funding is subject to final contract approval by the Mendocino County Board of Supervisors. The County also reserves the right to reject any or all proposals (Letters of Qualifications) without penalty and to act in the best interest of the County as may be required.
- G. 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 A, Exhibit D).

## CALENDAR OF EVENTS

- A. A mandatory RFQ conference will be held as shown on Calendar of Events below.

Event	Date/Location	
RFQ Issued	Tuesday September 12, 2017	
Mandatory RFQ Proposers' Conference	FRIDAY, SEPTEMBER 29, 2017 2:00 PM <b><u>LOCATION:</u></b> Sheriff's Office Training Center – Donovan	Additional Information:  951 Low Gap Road Ukiah Ca. 95482
Addendum Issued	FRIDAY, October 6, 2017	
Responses Due	FRIDAY, OCTOBER 27, 2017 <b><u>NO LATER THAN</u></b> 2:00 P.M.	
Evaluation Period	October 30-October 31, 2017	
Short List Published	Thursday, November 2, 2017	
Oral Presentation/ Interviews	Week of November 13, 2017 (tentative)	
Notice of Intent to Award to selected firm	Week of November 20, 2017 (tentative)	
Approximate Board approval Date and award	December 19, 2017 (tentative)	
Approximate Contract and Start Date	After January 1, 2018 (tentative)	

## B. NETWORKING/RFQ CONFERENCES

- 1. The mandatory RFQ conference(s) will be held to:
  - a. Provide an opportunity for proposers to ask specific questions about the project and request RFQ clarification.

- b. Provide proposers an opportunity to receive documents, etc. necessary to respond to this RFQ.
- c. Provide the County with an opportunity to receive feedback regarding the project and RFQ.

Written questions submitted prior to the networking/proposers conference(s), in accordance with the Calendar of Events, and verbal questions received at the networking/proposers conference(s), will be addressed whenever possible at the networking/proposers conference(s). All questions will be addressed and the list of attendees will be included in an RFQ Addendum following the RFQ conference(s) in accordance with the Calendar of Events.

## **COUNTY PROCEDURES, TERMS AND CONDITIONS:**

### **C. EVALUATION CRITERIA/SELECTION COMMITTEE**

All qualifications will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in the professional services described herein. The CSC will review the submittals and will rank the proposers. The five highest ranked proposers will be invited for an interview in accordance with the evaluation criteria set forth in this RFQ. The evaluation of the qualifications shall be within the sole judgment and discretion of the CSC.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFQ.

As a result of this RFQ, COUNTY intends to interview the highest ranked proposers. However, COUNTY reserves the right to determine the number of interviews it will conduct for this project. Following the interviews, COUNTY will request the highest ranked proposer(s) to submit a fee proposal. Upon acceptance of a fee proposal and successful contract negotiations COUNTY will recommend a contract be awarded. Should an agreement not be reached on a fair and reasonable fee with the highest ranked firm, the next highest ranked firm will be requested to submit a fee proposal.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of qualifications. Qualifications will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is Five hundred fifty (550) points.

Each of the following Evaluation Criteria below will be used in ranking and determining the quality of proposer's qualifications. Qualifications will be evaluated according to each Evaluation Criteria, and rated on a zero to five-point scale where the range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

**D. THE EVALUATION CRITERIA AND THEIR RESPECTIVE WEIGHTS ARE AS FOLLOWS:**

	Evaluation Criteria	Weight
A.	<p><u>Completeness of Response</u> Responses to this RFQ must be complete. Responses that do not include the qualifications and other content requirements identified within this RFQ and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
	<p><u>Debarment and Suspension:</u> Proposers, its principal and named sub-consultants are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.sam.gov">www.sam.gov</a></p>	Pass/Fail
B.1. B.2.	<p><u>Organization &amp; Approach</u> <u>Roles and Organization of Prime Architect and Consulting team</u></p> <ul style="list-style-type: none"> <li>▪ Proposes qualified, adequate and appropriate P</li> <li>▪ Prime architectural and engineering consultant(s) and team.</li> <li>▪ Key individual (and team member(s) have the minimum licensing and certifications.</li> <li>▪ Some or all of team members (firms) or individuals have previously</li> </ul>	15 Points

	Evaluation Criteria	Weight
	<p>worked together on similar assignments.</p> <ul style="list-style-type: none"> <li>Overall organization of the team is relevant to project criteria.</li> </ul>	
C.1.	<p><u>Experience</u></p> <ul style="list-style-type: none"> <li>Individual team has appropriate experience in similar assignments as described in the Scope of Work for secure detention projects.</li> <li>The key team is going to be appropriately committed to the assignment as described pending a firm schedule to proceed.</li> <li>The team has the requisite experience in detention and secure design and construction, current licenses and certification as a minimum qualification for consideration.</li> <li>Team structure demonstrates adequate capability to perform the Scope of Work as described pending a firm schedule to proceed based on individual and collective actual experience of the team.</li> </ul>	25 Points
D.1 D.2.	<p><u>Scope of Services to be Provided by the Prime Architect</u></p> <p><u>Detailed Scope of Services to be Provided</u></p> <ul style="list-style-type: none"> <li>The proposed detention design team will demonstrate their approach to Scope of Services as described for the project.</li> </ul> <p><u>Project Deliverables</u></p> <ul style="list-style-type: none"> <li>The proposed design team will describe the development of deliverables for a comparable assignment which was fully designed and executed.</li> </ul>	10 Points
D.4.	<p><u>Cost Control and Budgeting Methodology</u></p> <ul style="list-style-type: none"> <li>The proposed design team will described a system or process for managing time and fee based on the Scope of Work for similar particular design assignments for secure detention for other public clients.</li> <li>The proposed design team will demonstrate through a specific examples evidence of successful budget and time management for similar assignments for public clients on security and detention design programs and projects.</li> </ul>	5 Points
D.5.	<p><u>Schedule of Work</u></p> <ul style="list-style-type: none"> <li>The proposed design team will demonstrate the ability to Schedule, showing completion of the work in a credible manner within overall time limits set forth the Board of State and Community Corrections for SB 844 projects, pending a firm schedule</li> </ul>	5 Points
D.6.	<p><u>Litigation History</u></p> <ul style="list-style-type: none"> <li>If litigation history is disclosable, then explanation provided.</li> <li>If judgment(s) against proposer, appropriate explanation provided.</li> </ul>	5 Points

	Evaluation Criteria	Weight
D.7.	<u>Hourly Rate Schedule</u> <ul style="list-style-type: none"> <li>Schedule for each firm and for representative positions within each firm is provided for each key consultant/team member.</li> </ul> <u>Person-hour Budget</u> <ul style="list-style-type: none"> <li>Proposer provides a person-hour budget displayed for the scope of work which represents the level of effort proposer anticipates for the project including the prime architectural and engineering consultant and staff as appropriate.</li> </ul>	5 Points
D.8.	<u>References</u> <ul style="list-style-type: none"> <li>Three references for the lead Architectural and Engineering and Related Professional Services on similar projects are provided.</li> </ul>	5 Points
E.	<u>Oral Presentation and Interview</u> Following evaluation of the written qualifications, at least three (3) proposers with the highest scores will be invited to an oral presentation and interview. The scores at that time will not be communicated to proposers. The oral presentation and question/answers by each proposer shall not exceed sixty (60) minutes in length. The oral interview will consist of a proposer's presentation, followed by standard questions asked of each of the proposers and specific questions regarding the specific proposal. The qualifications may then be re-evaluated and re-scored based on the oral presentation and interview.	25 Points
<b>LOCAL BUSINESS PREFERENCE</b>		
	<b>Local Preference:</b> Points equaling five percent (5%) of proposer's total score, for the above Evaluation Criteria, will be added. This will be the proposer's final score for purposes of award evaluation.	Five Percent (5%)

#### **E. EVALUATION AND AWARD PROCESS**

1. Qualifications will be evaluated by a committee and will be ranked in accordance with the RFQ section entitled "Evaluation Criteria/Selection Committee."
2. The Evaluation Committee will recommend award to the proposer who, in its opinion, has submitted the proposal that best serves the overall interests of the County, attains the highest overall point score, submits an acceptable fee proposal upon request and completes successful contract negotiations.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. The County reserves the right to award to a single or multiple Consultants.
5. The County has the right to decline to award this contract for any reason.

6. Board approval to award a contract is required.
7. Consultant shall sign an acceptance of award letter prior to Board approval.
8. The RFQ specifications, terms, conditions and Exhibits, RFQ Addenda and proposer's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

F. NOTICE OF AWARD

1. At the conclusion of the RFQ response evaluation process ("Evaluation Process"), all proposers will be notified in writing of the contract award recommendation. The document providing this notification is the Notice of Award. The Notice of Award will provide the following information:
  - a. The name of the proposer being recommended for contract award;
  - b. The names of all other proposers; and,
  - c. In summary form, evaluation points for each proposer.
2. The submitted qualifications shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

**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
Exhibit D	Mendocino County ePayables Information

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.**

**DEPARTMENT FISCAL REVIEW:**

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_  
Budgeted: ☐ Yes ☐ No  
Budget Unit: \_\_\_\_\_  
Line Item: \_\_\_\_\_  
Grant: ☐ Yes ☐ No  
Grant No.: \_\_\_\_\_

**CONTRACTOR/COMPANY NAME**

By: \_\_\_\_\_  
NAME AND ADDRESS OF CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
JOHN MCCOWEN, Chair  
BOARD OF SUPERVISORS

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

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

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

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

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

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

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

**INSURANCE REVIEW:**

RISK MANAGER

By: \_\_\_\_\_  
ALAN D. FLORA, Risk Manager

**FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO/Fiscal

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By: \_\_\_\_\_  
CARMEL J. ANGELO, Chief Executive  
Officer

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

**Exception to Bid Process Required/Completed** ☐ \_\_\_\_\_

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_



## **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:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance

or its obligations under this AGREEMENT, unless arising 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.

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.

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.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

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 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.

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

Ukiah, CA 95482  
Attn:

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, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

- 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, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
  - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, 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.

Before the COUNTY will issue a notice to proceed with the Services, CONTRACTOR and any subcontractors must acquire, at their expense, a business license from County in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits,

qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

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 notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. 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. In the event of a conflict between the body of this Agreement and Exhibit A or Exhibit B, the provisions in the body of this Agreement shall control.
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. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - 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. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare



derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

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.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

[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. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

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]

**EXHIBIT D****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 Margaret Yates [yatesm@mendocinocounty.org](mailto:yatesm@mendocinocounty.org) or 707-234-6860.

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](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na)