COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION

340 Lake Mendocino Drive♦ UKIAH, CA 95482 ♦ (707) 463-4363
straessa@mendocinocounty.org

REQUEST FOR PROPOSAL (RFP)

LANDFILL LEACHATE HAULING SERVICES

RFP No.	**190028**
RFP Issue Date:	**August 28, 2019**
RFP Submission Deadline:	**September 30, 2019**
Issued by:	**Department of Transportation**

REQUEST FOR PROPOSAL

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COUNTY OF MENDOCINO

RFP No.	**190028**
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I. INTENT

This Request for Proposal (RFP) announces the intent of the County of Mendocino to award a leachate hauling and disposal contract for the County's three landfills: Caspar Landfill in Mendocino, Laytonville Landfill in Laytonville, and South Coast Landfill in Gualala.

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 three (3) hard copies of their proposal with original Vendor signature. 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. 190028", and delivered by 2:00 p.m. September 30, 2019 to:

Mendocino County Department of Transportation
Attn: Alex Straessle
340 Lake Mendocino Drive
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 3 which contains all the necessary documents referenced within this RFP.
   - 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 2 - Sample Mendocino County Contract).

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

A. Pre-submittal inquires and correspondence shall be directed to:

- Procedural inquires: Amber Muñoz, Deputy Director of Transportation
  (707) 234-2838
  munoza@mendocinocounty.org

- Technical inquires: Alex Straessle, Engineer II
  (707) 234-2803
  straessa@mendocinocounty.org

B. All questions regarding this RFP shall be submitted in writing (Email or Fax 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
Letter of interest and Request for Proposals mailed to prospective proposers	**August 28, 2019**
Inquiry Deadline	**September 18, 2019**
RFP Submission Deadline	**September 30, 2019**
RFP Selection and Notification	**October 11, 2019**
County Board of Supervisors Approval of Recommendation(s)	**November 5, 2019**
Approximate Contract Start Date	**November 5, 2019**

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. The County may evaluate any information from any source it deems relevant to the evaluation.

4. 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 receive 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 1, 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 2. 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 (Exhibit 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.

X. BACKGROUND INFORMATION

The Mendocino County Department of Transportation is seeking a contractor to provide leachate hauling services from the County's three landfills. Leachate is collected from the Laytonville Landfill and disposed of at the City of Willits Wastewater Treatment Plant, the Caspar Landfill and disposed of at the City of Fort Bragg Wastewater Treatment Plant, and the South Coast Landfill and disposed of at the Gualala Community Services District Wastewater Treatment Plant. See attached Exhibits 1 through 3 for locations for all three landfills and associated treatments plants for leachate disposal. The County may consider alternative, more cost-effective disposal sites upon recommendation of the Contractor. See Exhibits 4 through 6 for landfill layout and tank farm location.

Contractors may submit proposals to provide leachate hauling services for one, two or all three landfills. The County's preference is to award one contract for all three sites; however, multiple contracts may be awarded pursuant to this RFP if determined to be in the best interest of the County.

Leachate generation is dependent upon the timing and amount of rainfall events. Leachate hauling volumes for 2016 through Spring 2019 for all three sites are summarized in Exhibit 7. The County makes no guarantee as to the quantities the Contractor will actually pump and haul from each site.

The County collects and tests leachate samples annually in December and provides the results to the wastewater treatment plants. Leachate lab testing results will be made available upon request by the Contractor.

XI. SCOPE OF WORK

1.0 TERM

Contract pricing will be for one year from date of proposal acceptance and without added conditions, unless mutually agreed upon by both parties. The contract may be extended by mutual written agreement, at the discretion of the County, for four additional one-year periods.

2.0 TANKERS

2.01 At a minimum, successful proposer(s) will have one tanker available simultaneously for each site on which they propose (Caspar, Laytonville and/or South Coast) to perform leachate hauling services for the County Mendocino.

2.02 During Emergency situations more trucks and drivers may be required.

3.0 LEACHATE STORAGE SYSTEM INSPECTION

3.01 At a minimum, successful proposer(s) will inspect each leachate containment facility weekly during periods of leachate generation (the wet season), generally from October through May.

3.02 During extreme rain events more inspections may be required.

4.0 MEASUREMENT AND PAYMENT

4.01 Measurement and payment for leachate disposal shall be by the gallon.

4.02 Single site leachate tank system capacity monitoring: Billable hours for leachate tank system capacity monitoring shall commence when successful vendor enters the landfill property and end when exiting the property, excluding lunch and other breaks. A one hour minimum payment will apply for each site visit.

4.03 Multiple site leachate tank system capacity monitoring: Billable hours for leachate tank system capacity monitoring shall commence when successful vendor enters the first landfill property and end when exiting the last landfill property, excluding lunch and other breaks.

4.04 Contractor may not double bill for leachate tank system capacity monitoring concurrently while leachate hauling by the same person. Certain exceptions may apply and shall be approved by the Department in advance.

4.05 The County of Mendocino will pay leachate disposal fees directly to the treatment plant operator.

5.0 COST

5.01 Cost shall remain firm for one (1) year from date of Contract award.

5.02 **Specify the cost per gallon for each landfill individually.**

5.03 Specify the cost per hour to perform leachate tank system capacity monitoring.

5.04 The County has determined that tank capacity monitoring and off-hauling is subject to California Prevailing Wage laws. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5.05 Price per gallon for leachate disposal shall include anything necessary to complete the work including wage rates, mobilization, fill time, haul time, off load time, equipment rates, hoses and fittings, insurances, licenses, fees, taxes, overhead, profit and any and all other such matters towards successful completion of leachate disposal to the wastewater treatment facility.

5.06 The Department acknowledges that hauling routes may change as a result of road closures and haul times may be increased as a result of traffic control operations during road work activities. Traffic control delays of up to 20 minutes per delay will not be compensated for. Road closures resulting in alternate haul routes will be compensated for on a cost per mile basis upon mutual agreement by both parties.

6.0 INVOICING:

6.01 Invoices shall reference the RFP number and be directed to ATTENTION: Alex Straessle.

6.02 Invoicing shall reference each landfill individually and include: drivers name, truck ID, date, number of trips, gallons per trip, and disposal site name. Leachate system quantity inspections shall also be included for each landfill individually and include: date, inspectors position title, name, hours, hourly rate and total amount.

6.03 Contractor agrees to bill department monthly.

7.0 INSURANCE:

7.01 Insurance must comply with Attachment 2, Exhibit C of this RFP.

8.0 ADDITIONAL TERMS AND CONDITIONS:

8.01 Hauled leachate to be disposed of shall not be comingled with loads from other sources.

8.02 It is the proposers' responsibility to visit landfills and waste water treatment plants during normal hours of operation to determine all that is necessary to accomplish the scope of work.

8.03 Proposals must include all equipment, labor and incidentals needed to pump, transport and dispose of generated leachate.

8.04 Services are limited to the collection, hauling and disposal of landfill leachate that may pose a threat to public safety and pose a threat to the environment, unless otherwise specified.

8.05 Drivers of tankers must be properly licensed by the Department of Motor Vehicles to operate the vehicle. Copies of licenses will be provided to the County upon request.

8.06 It is Contractor's responsibility to follow all rules and regulations regarding weight load of trucks on California highways, Mendocino County roads and the City roads used to transport waste.

8.07 Contractor and subcontractors shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction.

8.08 The Contractor will be responsible for any damages caused by the Contractor to both private and public property, unless explicitly provided for otherwise, and shall immediately report any damage incidents to the County.

8.09 County reserves the right to do spot checks of the tanker/truck including but not limited to checking the weight with and without leachate. Additionally, County reserves the right to review the inspection and maintenance records for truck

and tankers used in the hauling of leachate. Documents shall be made available to County for review within five (5) business days of request.

8.10 Contractor will be required to inspect leachate tank farms no less than once weekly during the wet season, generally from November through April, to monitor tank volumes for timing of leachate hauling. The County makes no guarantee as to the as to the number of weekly inspections required to perform said services.

8.11 Leachate hauling and disposal shall occur as needed to ensure that the storage tank system volume does not exceed 75% of maximum capacity.

8.12 The County makes no guarantee as to the quantities the Contractor will actually pump and haul from each site.

8.13 The Contractor shall provide a sufficient number of trucks/drivers to keep up with leachate generation volumes.

8.14 Contractor shall also respond to the Landfill site to haul leachate within 48 hours of notification by the County.

8.15 The Contractor shall be responsible for establishing schedules and hauling routes around leachate generation rates, inclement weather, local road conditions and wastewater treatment plant hours of operation.

8.16 Leachate volumes will be recorded by the delivery driver and waste water treatment facility at time of disposal.

8.17 Existing leachate collection and storage systems are brittle and may be prone to breakage if not treated with care during leachate loading. Contractor will not be held liable for damages to leachate systems during the course of routine leachate collection unless determined by County to be due to negligence of the Contractor.

8.18 Contractor's capacity to diagnose and repair the leachate collection system is encouraged but not a condition of award. Qualified contractors may be called upon for repairs under contract amendment.

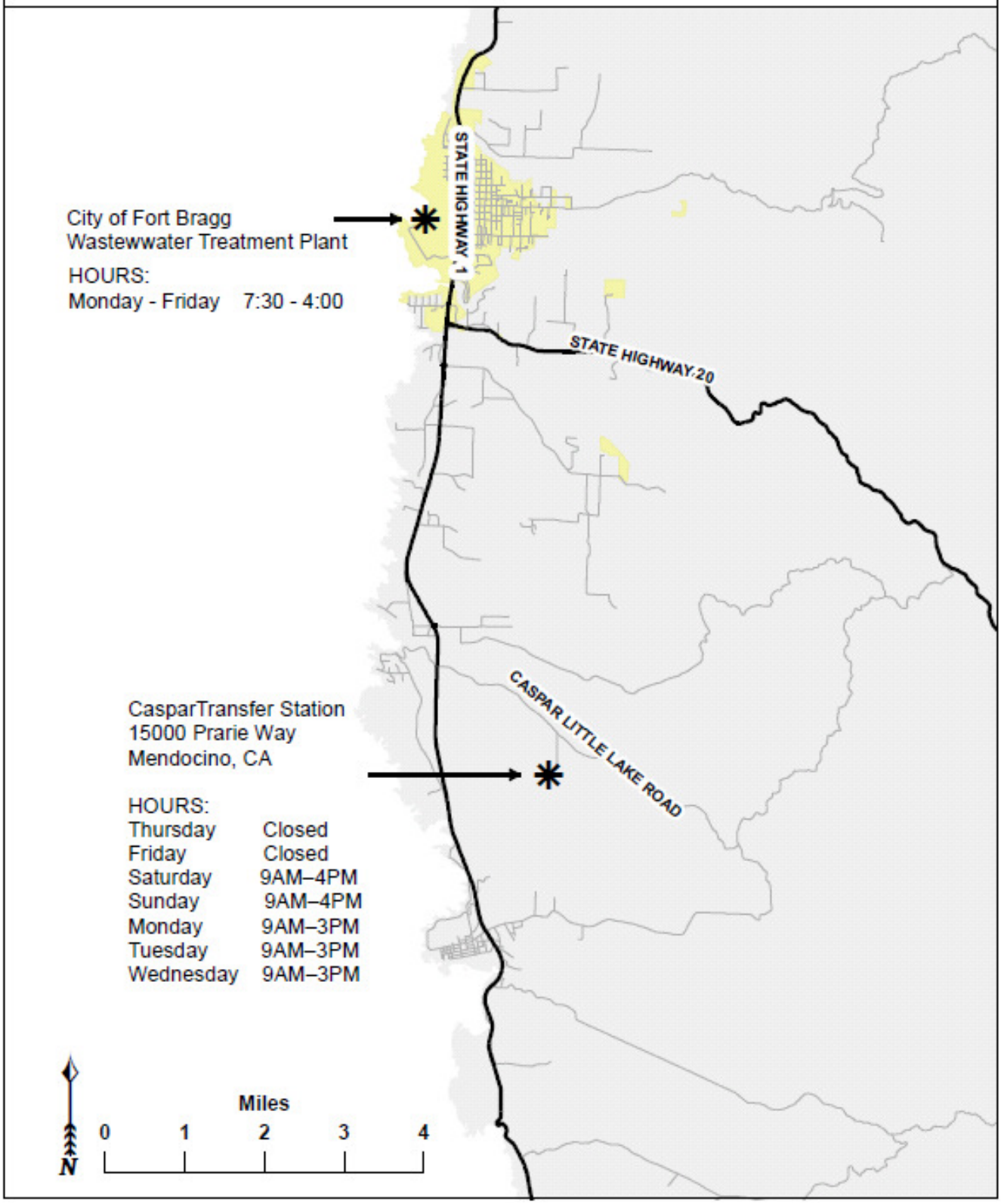
8.0 AWARD:

8.01 The County reserves the right to award this contract on an all or none basis or to make multiple awards based on the RFP, whichever is deemed to be in the best interest of the County.

8.02 Award of contract will require approval from the Mendocino County Board of Supervisors.

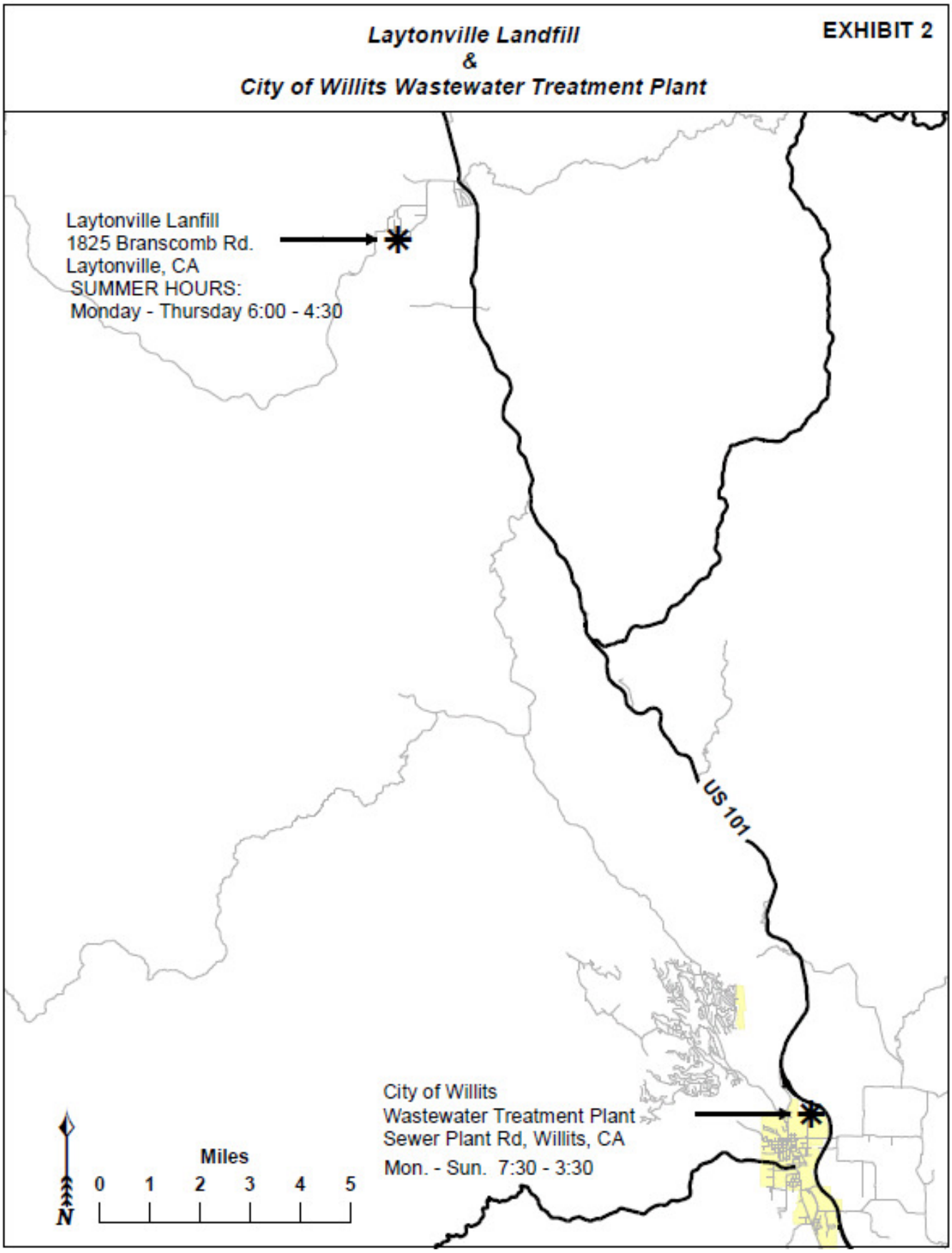
EXHIBIT 1

Caspar Landfill
&
City of Fort Bragg Wastewater Treatment Plant



Laytonville Landfill
&
City of Willits Wastewater Treatment Plant

EXHIBIT 2



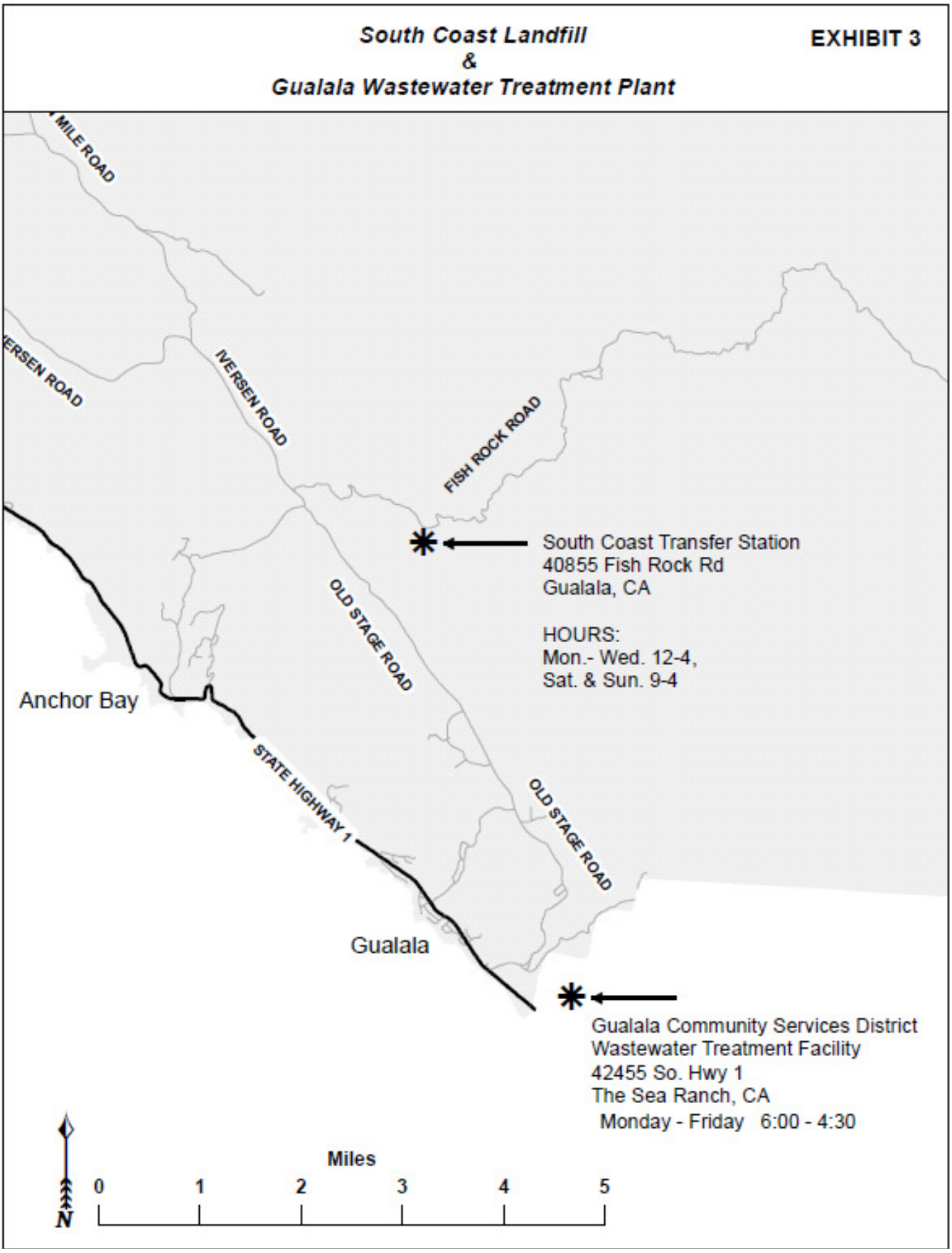

South Coast Landfill
&
Gualala Wastewater Treatment Plant
EXHIBIT 3
MILE ROAD
IVERSEN ROAD
IVERSEN ROAD
FISH ROCK ROAD
South Coast Transfer Station
40855 Fish Rock Rd
Gualala, CA
HOURS:
Mon.- Wed. 12-4,
Sat. & Sun. 9-4
OLD STAGE ROAD
Anchor Bay
STATE HIGHWAY 1
OLD STAGE ROAD
Gualala
Gualala Community Services District
Wastewater Treatment Facility
42455 So. Hwy 1
The Sea Ranch, CA
Monday - Friday 6:00 - 4:30
Miles
0
1
2
3
4
5
N

EXHIBIT 4

CASPAR TRANSFER STATION



EXHIBIT 5

LAYTONVILLE LANDFILL



EXHIBIT 6

SOUTH COAST TRANSFER STATION

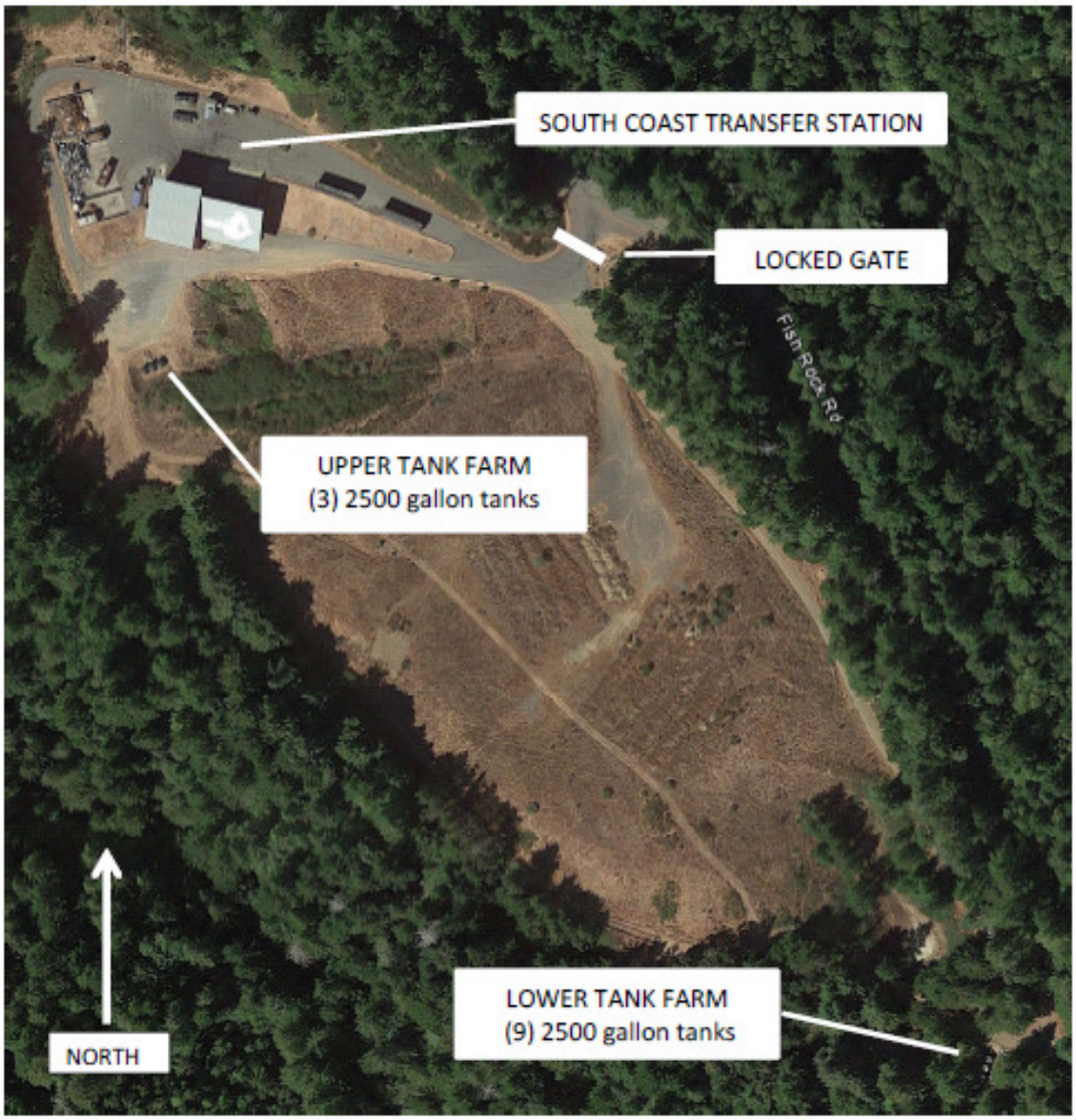


EXHIBIT 7

LEACHATE HAUL VOLUMES AS REPORTED BY ROADS DIVISION FROM 2016 THROUGH MAY 2019

MONTH	CASPAR				LAYTONVILLE				SOUTH COAST			
	2016	2017	2018	2019	2016	2017	2018	2019	2016	2017	2018	2019
January	81,500	62,500	65,000	55,000	21,000	0	0	59,000	25,000	0	20,000	32,500
February	32,500	25,000	0	60,000	9,000	3,000	0	33,000	22,500	0	10,000	20,000
March	35,000	35,000	60,000	82,500	9,000	9,000	9,000	47,000	17,500	15,000	10,000	30,000
April	17,500	45,000	35,000	17,500	0	0	29,000	12,000	12,500	0	12,500	10,000
May	0	0	0	35,000	0	0	0	18,000	0	0	0	
June	0	0	0		0	0	0		0	0	0	
July	0	0	0		0	0	0		0	0	0	
August	0	0	0		0	0	0		0	12,500	0	
September	0	0	0		0	0	0		0	0	0	
October	0	0	0		9,000	0	0		7,500	0	0	
November	60,000	0	0		0	9,000	0		7,500	0	5,000	
December	32,500	17,500	47,500		0	6,000	42,000		27,500	10,000	10,000	
TOTAL	259,000	185,000	207,500	250,000	48,000	27,000	80,000	169,000	120,000	37,500	67,500	92,500

XII. 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 3 – Proposal Submittal:

A. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work.

B. A description of Contractor's experience in providing the requested services.

C. Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Contractor 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.

XIII. FORMAT OF 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.

XIV. 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 2, 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 one year (_1_) year(s) with the option to extend the AGREEMENT(s) up to four (_4_) 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 2, 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 Exhibit 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 2 – Sample Mendocino County Contract, paragraph 19).

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 1 – Proposal Evaluation Form
Attachment 2 – Sample Mendocino County Contract
Attachment 3 – Proposal Submittal

ATTACHMENT 1
COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM
RFP No. 190028
Landfill Leachate Hauling 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	25 points		
E.	Implementation Plan and Schedule	25 points		
F.	Relevant Experience	15 points		
G.	References	10 points		
H.	Availability	25 points		

Evaluation Total (Maximum 500)		

Comments:

_____

_____

_____

_____

_____

Scoring: (To be performed by Department of Transportation)

Weight X *Rating (per Scale) = Points Total

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

ATTACHMENT 2 – SAMPLE MENDOCINO COUNTY CONTRACT

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement, dated as of _____, 2019, 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:

_____

_____

_____

INSURANCE REVIEW:
RISK MANAGER

By: _____
ALAN D. FLORA, 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

By: _____
CARMEL J. ANGELO, Chief Executive Officer

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

FISCAL REVIEW:

By: _____
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 ☐ _____
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 obtain and maintain insurance coverage as follows:

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.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[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 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

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ATTACHMENT 3 PROPOSAL SUBMITTAL

County of Mendocino
Department of Transportation

RFP No. 190028
Landfill Leachate Hauling Services

NAME OF VENDOR: _____

BUSINESS MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

This proposal is for hauling leachate from the following landfills (check all that apply).

_____ Caspar

_____ Laytonville

_____ South Coast

EXHIBIT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

County of Mendocino
Department of Transportation

RFP No. 190028
Landfill Leachate Hauling Services

RFP No.	**190028**
RFP Issue Date:	**August 28, 2019**
RFP Submission Deadline:	September 30, 2019

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No.190028", and delivered by 2:00 p.m. September 30, 2019 to: Mendocino County Department of Transportation, Attn: Alex Straessle, 340 Lake Mendocino Drive, Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

- Procedural inquires: Amber Muñoz, Deputy Director of Transportation
  (707) 234-2838
  munoza@mendocinocounty.org
- Technical inquires: Alex Straessle, Engineer II
  (707) 234-2803
  straessa@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. Do you agree to be an ePayable as described in Exhibit D to Attachment 2- Sample Mendocino County Contract ?

   ☐ 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: _____

EXHIBIT B
QUALIFICATIONS AND APPROACH

Describe your approach and ability to monitoring leachate storage tank volumes and scheduling of trucks for leachate hauling to avoid leachate storage overflows.

Use additional sheets as necessary

Describe your capacity and experience to perform the requested services.

Use additional sheets as necessary

EXHIBIT 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.)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Authorized Representative: _____
(Printed name)

Signature: _____

Date: _____

EXHIBIT D
REFERENCES

Please list the references (minimum of two (2)) in the section provided below.

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

EXHIBIT 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)

_____, 2019
Date

EXHIBIT F
COST PROPOSAL

You may propose on one, two or all three landfills.

CASPAR LANDFILL

HAULING SERVICES			
COST PER GALLON* ($)	*If you have other available trucks outside of your primary hauler you may discuss them in Exhibit B.		
INSPECTION SERVICES			
Position Title	Rate ($/hr)	Estimated hours	Total ($)
*The minimum billable time is 1 hour for individual sites. For multiple sites billable hours are from entering the first site to leaving the last site.			

LAYTONVILLE LANDFILL

HAULING SERVICES			
COST PER GALLON* ($)	*If you have other available trucks outside of your primary hauler you may discuss them in Exhibit B.		
INSPECTION SERVICES			
Position Title	Rate ($/hr)	Estimated hours	Total ($)
*The minimum billable time is 1 hour for individual sites. For multiple sites billable hours are from entering the first site to leaving the last site.			

SOUTH COAST LANDFILL

HAULING SERVICES			
COST PER GALLON* ($)	*If you have other available trucks outside of your primary hauler you may discuss them in Exhibit B.		
INSPECTION SERVICES			
Position Title	Rate ($/hr)	Estimated hours	Total ($)
*The minimum billable time is 1 hour for individual sites. For multiple sites billable hours are from entering the first site to leaving the last site.			