COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION

340 LAKE MENDOCINO DRIVE • UKIAH, CA 95482 • (707) 234-2838
munoza@co.mendocino.ca.us

REQUEST FOR QUALIFICATIONS (RFQ)

AIRPORT PLANNING, DESIGN/ENGINEERING AND CONSULTING SERVICES SUPPORT FOR MENDOCINO COUNTY AIRPORTS – LITTLE RIVER AND ROUND VALLEY

RFQ No.	**DOT 16-01**
RFQ Issue Date:	**December 7, 2016**
RFQ Submission Deadline:	**January 4, 2017**
Issued by:	**Department of Transportation**

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COUNTY OF MENDOCINO

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I. INTENT

This Request for Qualifications (RFQ) announces the intent of the County of Mendocino to retain the professional services of one or more qualified airport consulting firm(s) over a five-year period to assist the County in the performance of projects in support of the County of Mendocino's two general aviation airports – Little River and Round Valley.

II. DEFINITIONS

COUNTY – The County of Mendocino.
CONSULTANT/VENDOR – A person, partnership, firm, corporation, or joint venture submitting a statement of interest and qualifications to obtain a COUNTY contract.
CONTRACTOR – A consultant/vendor who signs a contract with the COUNTY to perform services.

III. SUBMISSION GUIDELINES

A. Four (4) copies of the Statement of Interest and Qualifications should be submitted in a sealed envelope, clearly marked with RFQ# DOT 16-01 to:

Amber Muñoz
Mendocino County Department of Transportation
340 Lake Mendocino Drive
Ukiah, CA 95482

Statement of Interest and Qualifications must be received, regardless of postmarked date, no later than January 4, 2017, by 4:00 PM. Late or facsimile submissions will not be accepted or considered. It is the Consultant's responsibility to

make sure that its Statement of Interest and Qualifications is delivered and received at the location specified herein, on or before the date and hour set.

Note: The unauthorized use of the County's official logo is strictly prohibited.

B. Consultants are expected to examine all provisions, specifications, and instructions included in this RFQ. Failure to do so will be at the proposer's risk.

C. All Statements of Interest and Qualifications must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.

D. Expenses incurred in preparation of the Statement of Interest and Qualifications, site visits, or any other actions related to responding to this RFQ shall be the responsibility of the consultant. Any and all damages that may occur due to packaging or shipping of the Statement of Interest and Qualifications will be the sole responsibility of the consultant.

E. All Statements of Interest and Qualifications, response inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, displays, schedules, exhibits and other documentation submitted by consultant shall become the property of the County of Mendocino.

F. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.

G. Consultant must examine all information and materials contained in and accompanying its Statement of Interest and Qualifications. Failure to do so will be at the consultant'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.

H. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.

I. 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.

J. 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 C).

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

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

Amber Muñoz
Deputy Director of Transportation – Land Improvement
Phone (707) 234-2838
Fax: (707) 463-5474
Email: munoza@co.mendocino.ca.us

B. All questions regarding this RFQ 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 consultant(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 consultant known to have received a copy of this RFQ.

D. The deadline for submitting written inquiries regarding this RFQ is December 21, 2016.

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 consultants during the RFQ process. Failure to comply with this requirement may disqualify those Statements of Interest and Qualifications from further consideration. Contact is limited to the Mendocino County RFQ Representative listed above for any and all technical and procedural inquiries.

V. MODIFICATIONS OR WITHDRAWAL OF STATEMENTS

A. A Statement of Interest and Qualifications that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Consultant's authorized representative, provided it is received **prior to the submission deadline**. Telephone, email or verbal alterations will not be accepted.

B. A Statement of Interest and Qualifications that is in the possession of the County may be withdrawn by the consultant **up to the time of the submission deadline.**

VI. BACKGROUND INFORMATION/SCOPE OF SERVICES

The purpose of the RFQ is to seek Statements of Interest and Qualifications from qualified aviation consultants for services to assist the County in the performance of projects over a period of five (5) years in support of the County of Mendocino's two general aviation airports. Aviation consultants will be expected to prepare necessary applications and documentation for Federal Aviation Administration (FAA) AIP grant funding, assist in project planning and coordination with the FAA and the California Division of Aeronautics, and provide design and engineering services for capital improvement projects at the airports. The consultant selected may be required to represent the County in discussions with the FAA regarding the work program, grant requirements and project documentation.

Anticipated *Planning* Projects:

- Update the Airport Layout Plan (ALP) for Round Valley Airport.
- Update the Airport Layout Plan (ALP) for Little River Airport.
- Annually Update the Airport Capital Improvement Plan (ACIP) for Little River Airport.
- Annually Update the Airport Capital Improvement Plan (ACIP) for Round Valley Airport.
- Update and Prepare Pavement Management Program for Little River Airport.
- Update and Prepare Pavement Management Program for Round Valley Airport.
- Provide CEQA and NEPA environmental documentation for planning and design/engineering projects as necessary.
- Environmental Assessment/Documentation for Pavement Rehabilitation at Round Valley Airport.
- Environmental Assessment/Documentation for Runway and Runway Shoulder Rehabilitation at Little River Airport.
- Environmental Assessment/Documentation for Aircraft Ramp, Hangar and Taxilane Pavement Rehabilitation at Little River Airport.

Anticipated *Design/Engineering* Projects*:*

- Prepare PS&E for Runway and Runway Shoulder Rehabilitation at Little River Airport.
- Prepare PS&E for Aircraft Ramp, Hangar and Taxilane Pavement Rehabilitation at Little River Airport.
- Prepare PS&E for Pavement Rehabilitation at Round Valley Airport.

- Construction management for Rehabilitation/Reconstruction of Taxiways, Taxiway Connectors and South Apron at Little River Airport.
- Construction management for Runway and Runway Shoulder Rehabilitation at Little River Airport.
- Construction management for Aircraft Ramp, Hangar and Taxilane Pavement Rehabilitation at Little River Airport.
- Provide miscellaneous airport planning, design/engineering, surveying, construction administration management, and consulting support services as may be required from time to time by the County. These consultant services may include representing the County in discussions with the FAA regarding the work program, grant requirements, and project documentation.

Additional background information for Little River Airport and Round Valley Airport including current Airport Layout Plans and Airport Capital Improvement Plans are available electronically through the County DOT website at http://www.co.mendocino.ca.us/dot.

VII. STATEMENT OF INTEREST AND QUALIFICATIONS REQUIREMENTS

The Statement of Interest and Qualifications should include detailed information regarding the consultant's interest and qualifications, including current relevant experience with: planning, design and engineering of airports and airfield facilities; airport layout plans; airfield improvement projects funded by FAA; Airport Improvement Program (AIP) grants; and airport management. Resumes of key personnel shall also be provided.

Consultant submittals shall be brief and concise, containing no more than 35 pages of material. Submittals in excess of 35 pages shall be considered to be non-responsive.

Please note that this request is for a Statement of Interest and Qualifications; a detailed cost proposal is not being requested at this time. Final project costs will be determined through negotiations with the selected firm. If project cost negotiations with the selected firm are unsuccessful, the County reserves the right to enter into negotiations with other firm(s).

The County assumes no obligation in the solicitation of this general statement of interest and qualifications and all costs of responding to this solicitation shall be borne by the interested consultants.

VIII. SELECTION PROCESS/CRITERIA

Selection criteria contained in the FAA Advisory Circular 150/5100-14, as amended, will be applied in the following order of importance:

1. Capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed tasks.
2. Key personnel's professional qualifications and experience and availability for the proposed projects; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures.
3. Capability to meet schedules or deadlines.
4. Degree of interest shown in undertaking the projects and their familiarity with and proximity to the geographic location of the projects.
5. Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.
6. Ability to furnish qualified inspectors for construction inspection.

Time is of the essence; therefore, the County will evaluate all pertinent information and will endeavor to select the firm with which it will work from those firms submitting statements. If a selection cannot be made on the basis of the qualifications statements alone, the most qualified firms may be contacted for additional information and, if warranted, detailed interviews.

This project is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of Department of Transportation Regulations 49 CFR Part 23 (Disadvantaged Business Enterprise Participation). DBE firms are encouraged to submit.

IX. AWARD AND CONTRACT INFORMATION

A. The County hereby notifies all consultants that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit statements of interest and qualifications 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 consultant agrees that should it be awarded a contract, the consultant 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 statements and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Consultant whose statement 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 Consultant 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 Qualifications as Attachment A.

E. Prior to final selection, Consultants may be required to submit any additional information that Mendocino County may deem necessary to determine the Consultant's qualifications. Should any of the information requested by Mendocino County be considered by the Consultant to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Consultant as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.

F. Local Vendor Preference:

1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered. Please note the following exceptions:

   a. Those contracts which State Law or, other law or regulation precludes this local preference.
   b. Public Works construction projects.

2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

X. CONTRACT

A. Execution of Contract

Incorporated by reference into any contract which is to be entered into by County and the successful Vendor pursuant to this RFQ will be (a) all of the information presented in or with this RFQ and the Vendor's response thereto, and (b) all written communications between County and the successful Vendor whose Statement of Interest and Qualifications is accepted.

B. No Assignment

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

C. 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.

D. Insurance

Prior to commencement of any 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 A, Sample Mendocino County Contract.

XI. REJECTION OF STATEMENTS

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

Any materials submitted during this RFQ 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 RFQ or any other costs involved including travel. The selected contractor will be required to obtain a County business license if not already held.

XII. GENERAL CONDITIONS

While the intent of the County is to award one or more contracts to the selected Consultant, 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 RFQ 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 Qualifications.

Limitations

1) The Consultant should expect to have access only to the public records and public files of local government agencies in preparing the statement or reports. The Consultant 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(s) upon written notice to the Consultant at any time during the period of the project if the County finds that the Consultant's performance is not satisfactory (as specified in Attachment A – Sample Mendocino County Contract, paragraph 19).

3) Contract payments will be made on the basis of satisfactory performance by the Consultant as determined by the County. Final payment to the Consultant will only be made when the County finds that the work performed by the Consultant to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

XIII. LIST OF ATTACHMENTS

Attachment A – Sample Mendocino County Contract
Attachment B – Certificate of Non-collusion
Attachment C – Mendocino County ePayables Information
Attachment D – Sample Statement of Interest & Qualifications Evaluation Form

ATTACHMENT A – SAMPLE AGREEMENT

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement, dated as of _____, 2016, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

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

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

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

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

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

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

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

COUNTY OF MENDOCINO

DEPARTMENT NAME:_____

_____
DEPARTMENT HEAD Date

Budgeted: ☐ Yes ☐ No

Budget Unit:_____

Line Item:_____

Grant: ☐ Yes ☐ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

_____

NAME AND ADDRESS OF CONTRACTOR:

_____

_____

_____

INSURANCE REVIEW:

_____
ALAN D. FLORA
Assistant CEO/Risk Manager

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

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED:

_____
CARMEL J. ANGELO
Chief Executive Officer

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

_____
Deputy

FISCAL REVIEW:

_____
Deputy CEO/Fiscal

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

5. CONFORMITY WITH LAW AND SAFETY:

   a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

   b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO

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 and state laws pertaining to equal employment opportunity and that it shall engage in any unlawful discrimination.

    a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.

    b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, shall engaged in any unlawful discrimination.

    c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

    d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

    e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

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

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its [Services] shall not exceed $[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

    b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.

    c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.

30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be

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

32. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

    a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.

    b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.

    c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

    d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

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

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

a. Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

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

[END OF INSURANCE REQUIREMENTS]

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that this Statement of Interest and Qualifications 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)

_____, 2016
Date

ATTACHMENT C
MENDOCINO COUNTY EPAYABLES INFORMATION

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

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

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

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

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

ATTACHMENT D
COUNTY OF MENDOCINO
SAMPLE STATEMENT OF INTEREST & QUALIFICATIONS
EVALUATION FORM
RFQ No. DOT 16-01

Consultant Name: _____

Evaluated By: _____

		Weight	*Rating Scale	Points Total
1.	Capability/Experience	25 points		
2.	Personnel Qualifications/Experience	25 points		
3.	Capability to Meet Schedule/Deadlines	15 points		
4.	Degree of Interest/Proximity	15 points		
5.	Quality/Cost of Previous Projects	10 points		
6.	Ability to Furnish Construction Inspectors	10 points		

Evaluation Total (Maximum 500)		

Comments:

_____

_____

_____

_____

_____

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

Weight X *Rating (per Scale) = Points Total

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