

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

841 Low Gap Road ♦ Ukiah, CA 95482 ♦ (707) 234-6050  
[ceo@mendocinocounty.org](mailto:ceo@mendocinocounty.org)

**REQUEST FOR PROPOSAL (RFP)**

**OFFICE SUPPLIES**

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<b>RFP No.</b>	<b>04-18</b>
<b>RFP Issue Date:</b>	<b>March 1, 2018</b>
<b>RFP Submission Deadline:</b>	<b>April 5, 2018</b>
<b>Issued by:</b>	<b>Executive Office</b>

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# REQUEST FOR PROPOSAL

## OFFICE SUPPLIES

## COUNTY OF MENDOCINO

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### I. INTENT

This Request for Proposal (RFP) announces the intent of the County of Mendocino to solicit proposals for the procurement of routine consumable office supplies. "Office Supplies" as described in this RFP excludes office furniture and/or equipment, computer equipment and supplies, paper stock, forms, electronics, food and beverage equipment and supplies, telephones, cleaning equipment and supplies, custom-order stamps, and audio/visual equipment.

The purpose of the RFP is to purchase office supplies to be delivered to various County Departments throughout the County of Mendocino. It is the intent of the County of Mendocino to award a non-exclusive Blanket Purchase Order to one bidder.

The goal of the County of Mendocino is to provide its departments and purchasing employees with the opportunity to purchase products and services at best prices, quality, and availability possible. This process also takes into consideration the Vendor's general reputation for performance and service. The County of Mendocino is seeking the best value possible for its departments.

### II. DEFINITIONS

**COUNTY** – The County of Mendocino.

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

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

### III. PROPOSAL SUBMISSION GUIDELINES

- A. Vendors must submit five (5) copies of their proposal: four (4) complete paper copies with original Vendor signature, and one (1) complete copy on CD. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. 04-18", and delivered by 2:00 p.m. April 5, 2018 to:

Mendocino County  
Executive Office/Central Services Division  
Attn: David Mendez  
841 Low Gap Road  
Ukiah, CA 95482

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

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
  - Attachment B – Proposal Checklist/Table of Contents
  - Executive summary of proposal
  - Scope of services
  - Company background and experience
  - Proposal cost plan and narrative (as identified in Section XIII)
  - Attachment C – Exceptions to RFP
  - Attachment D – Letters of Reference
  - Attachment E – Certificate of Non-collusion
  - Insurance coverage/certificate of insurance
  - Acknowledgement of receipt of addenda, if applicable.
  - Attachment H – Standard "Contract Item" Price List
- 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.

#### **IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT**

- A. Pre-submittal inquiries and correspondence shall be directed to:
  - Procedural inquiries: Janelle Rau  
Deputy Chief Executive Officer  
Executive Office  
(707) 463-4441  
[rauja@mendocinocounty.org](mailto:rauja@mendocinocounty.org)
  - Technical inquiries: David Mendez  
Buyer/Administrative Services Manager  
Executive Office/Central Services Division  
(707) 234-6053  
[mendezd@mendocinocounty.org](mailto:mendezd@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.**

<b>Scheduled Activity</b>	<b>Proposed Date</b>
Request for Proposals mailed to prospective proposers	<b>March 1, 2018</b>
Inquiry Deadline	<b>March 15, 2018</b>
RFP Submission Deadline	<b>April 5, 2018</b>
RFP Selection and Notification	<b>April 15, 2018</b>
Approximate Contract Start Date	<b>May 1, 2018</b>

#### **VII. SELECTION PROCESS**

- A. The County reserves the sole right to judge the contents of the Vendors' proposals. The selection process will be governed by the following criteria:
  - 1. The proposals must adhere to the instructions and format as specified in this RFP.

2. The evaluation will include a review of all documents and information relating to the Vendor's services, organizational structure, capabilities, qualifications, past performance, and costs.
3. Vendors may be required to make an oral presentation and interview before final selection is made.
4. The County may evaluate any information from any source it deems relevant to the evaluation.
5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

#### **VIII. SELECTION CRITERIA**

- A. The selection of VENDORS(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. VENDORS(s) should submit information sufficient for the County of Mendocino to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.
- D. Proposal Review and Evaluation Process
  1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
    - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
    - b. Experience of Vendor in providing services and quality of work.
    - c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.
    - d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
    - e. All criteria identified in Attachment F, Proposal Evaluation Form.

**IX. AWARD AND CONTRACT INFORMATION**

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the County (Blanket Purchase Order), which agreement will be in effect for the duration of the contract period. A sample Blanket Purchase Order is attached to this Request for Proposal as Attachment G. It is the Vendor's responsibility to review the terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Vendor agrees to the terms and conditions as stated in the Blanket Purchase Order.
- 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 Blanket Purchase Order.
- F. Prior to final selection, Vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the Vendor's qualifications. Should any of the information requested by Mendocino County be considered by the Vendor to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.
- G. Open Procurement
  - 1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
  - 2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.

3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.

H. Local Vendor Preference:

1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:
  - a. Those contracts which State Law or, other law or regulation precludes this local preference.
  - b. Public Works construction projects.
2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

## **X. BACKGROUND INFORMATION**

A. Overview

The County of Mendocino Board of Supervisors has delegated the authority regarding oversight of purchasing activity and operations to the Purchasing Agent. The Executive Office/Central Services Division acts as a point of contact for all County purchasing vendors. However, individual departments have been granted departmental authority of up to \$2,000 per transaction without having to involve the Executive Office/Central Services Division Purchasing staff.

Mendocino County is organized into seventeen operating departments with each department currently purchasing their office supply needs online or by telephone. Supplies ordered prior to 4:30 p.m. are delivered by 5:00 p.m. the next day to their office building location. Under the terms of the Blanket Purchase Order, the office supply vendor transmits an invoice to the ordering department. The ordering department reviews the invoice for accuracy and processes the invoice for payment through the County's accounts payable system.

As it currently exists, this purchasing system is acceptable and is operationally preferred. The County is interested in maintaining this current systematic process or



improving upon it with the vendor selected to provide office supplies for Mendocino County.

Pursuant to the County's purchasing policy, departments have the ability to utilize Blanket Purchase Orders (with qualifying and contractually agreed upon terms and conditions), Purchase Orders (required for transactions exceeding \$2,000), and a Procurement Card (for small dollar purchases and any purchases that are not available through a Blanket Purchase Order).

B. County Demographics:

The County of Mendocino currently utilizes one vendor for procurement of routine consumable office supplies via a non-exclusive Blanket Purchase Order. The County of Mendocino has approximately 1,200 employees, with approximately seventeen (17) departments making purchases daily. Additionally, the County of Mendocino currently has approximately fifty-two (52) delivery locations throughout Mendocino County, including the towns of Ukiah, Fort Bragg, Willits, Boonville, and Point Arena. Currently the County has 63 purchasers, with an estimated \$165,000 in office supplies purchased annually.

## XI. SCOPE OF WORK

The scope of work for the project includes the delivery and invoicing of office supply items to County departments as described elsewhere in this RFP.

Office Supplies (definition):

For purposes of this request for proposal, office supplies are defined as "any office supply that a reasonable person would construe to be an office supply" excluding the following:

- Copy Paper
- Toner Cartridges
- Office Furniture/Fixtures
- Computer Equipment
- Janitorial/Cleaning Supplies
- Food/Beverages

While excluded from the definition of "office supply", the County reserves the right to purchase those types of items from the Vendor.

- A. **Minimum/Maximum Purchases.** Prices proposed herein shall not be dependent on any required minimum or maximum purchases by the County; however, County Policy No. 1 states that departments are not authorized to place any orders in excess of \$2,000, including tax, under a BPO. **Therefore, no single order placed by a department (other than the Executive Office/Central Services Division) under the BPO shall exceed \$2,000.**

- B. Termination of Blanket Purchase Order.** If, at any time, in the opinion of the Purchasing Agent, (1) the vendor fails to conform to the requirements of this contract; (2) the vendor seeks relief under any law for the benefit of insolvent or is adjudicated bankrupt; (3) any legal proceedings are commented against the vendor which may interface with the performance of the contract; or (4) the vendor has failed to supply an adequate working force of material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon the vendor, and should the vendor neglect or refuse to provide a means for a satisfactory compliance with the contract as directed by the Purchasing Agent within the time specified in such notice, the Purchasing Agent shall have the right and power, at his/her option and without prejudice to any other right he/she may have, to terminate the contract.
- C. Non-Standard Contract Items.** All office supplies, other than those standard contract items listed in Attachment H, shall be priced as described in Section XIII, Cost Proposal, under "catalog pricing".
1. If percentage discount or markup from a published price list produces a lower price than proposed on Contract Items (Attachment H), the County's price shall, in every case, be the lower of these prices.
  2. Two (2) copies of the retail pricer and catalog, necessary to verify proposals, shall also be provided with each proposal.
- D. Order/Delivery Requirements.**
1. No substitutions will be allowed unless authorized by the ordering department prior to delivery. Substitutions without prior approval shall be returned at no cost to the County.
  2. One (1) copy of signed invoice shall be required with delivery of each order and the invoice must include the ordering departments requisition to the vendor.
  3. Each order shall be packaged and invoiced according to the departments originating order. Each package/order shall be accompanied by an itemized packing list or invoice, referencing the originating order number, affixed to the outside of the package. Combining orders for the same department shall not be allowed.
  4. Back orders shall be filled within ten (10) working days.
  5. Deliveries shall be made to all County departments, regardless of location. A list of all department locations is included as Attachment E for reference. The list is more extensive than the final list of authorized delivery locations, and is provided herein simply to give the vendor an idea of the various County locations. Delivery addresses may change during the term of the Blanket Purchase Order.
  6. Orders must be delivered within two (2) working days after the order is received by the vendor.

7. All orders of “non-standard office supplies” or that exceed the maximum order amount of \$2,000, as specified in the Blanket Purchase Order, must be pre-approved by the Executive Office/Central Services Division prior to processing by the vendor.

- E. **Ordering of Supplies.** Orders may be placed against the Blanket Purchase Order for supplies by any County department. Individual departments and divisions may restrict those employees within their departments and divisions authorized to place orders, but those departments and divisions shall be responsible for their own enforcement, and shall internally monitor whom they allow to place orders.

After award of the Blanket Purchase Order, the County shall provide to the vendor a regularly updated list of approved delivery addresses to the vendor. Any orders placed for delivery to an unauthorized location shall be considered invalid and rejected by the vendor. **Orders for non-routine office supplies are to be handled by another means of payment, pursuant to the County’s Purchasing Policies (which include procurement card or purchase order, depending on the amount of the purchase).**

There shall be no minimum order required, by units of issue in the vendor’s catalogs shall be adhered to. The vendor shall provide and deliver a sufficient number of each type of catalog to the County’s Central Services Division for distribution to all departments. The catalogs shall be provided and delivered by the vendor as a cost of operations for providing material under this contract.

- F. **Invoicing.** The vendor shall maintain a separate account for each County department or division. Each order placed under the Blanket Purchase Order shall be invoiced separately showing list price, percentage of discount (where applicable), and net price of each item delivered. The County shall provide the vendor with a regularly updated list of the principal contact persons for each County department/division.
- G. **Payment.** Each department/division shall be responsible for the timely payment of all invoices pertaining to that account. Payment terms of the Blanket Purchase Order shall be Net 30 Days. There shall be no penalty fees for late payment.
- H. **Back Orders.** All deliveries that are not completed within three (3) days of receiving the order shall be considered back orders. When determined to be such, back orders shall be reported by telephone immediately to the person who placed the order, or, if a partial delivery is involved, the back order shall be identified on the delivery tag. The department that placed the order may verbally cancel the back order at any time prior to shipment by the manufacturer and shall incur no cancellation charges.
- I. **Returns/Defective Material.** The vendor’s return policy must, at a minimum, adhere to the following:

The vendor shall be notified by the County within ten (10) working days of incorrectly ordered, delivered or defective material. The vendor shall pick up all return/defective

material within three (3) working days after notification. For material that has been incorrectly ordered, the vendor shall issue a credit against the appropriate account within three (3) working days of the merchandise having been returned. For material that has been incorrectly delivered or is defective, the vendor shall deliver correct or replacement material within three (3) working days.

Departments may, within thirty (30) days of receipt of merchandise, return any unused item for credit. However, the item must be returned in its original packaging and be in suitable condition for resale. All materials to be returned shall be accompanied by a photocopy of the original invoice. Departments may require the vendor to sign an additional photocopy of the invoice acknowledging the vendor's receipt of returned merchandise.

There shall be no restocking charges or associated freight or delivery charges for the return of standard items (Attachment H or catalog items) regardless of the reason. Unless an item is incorrectly delivered or defective, the vendor may charge a restocking fee for the return of a non-standard item (special order) equal to the amount charged to the vendor by the manufacturer, plus any associated freight charges. The vendor shall advise the County employee ordering non-standard items of any potential restocking charges, should the material be returned, prior to placing the order with the manufacturer or distributor. County employees may cancel the order at this point without penalty.

- J. **Customer Service.** The vendor's customer service policy must, at a minimum, adhere to the following:

The vendor shall have knowledgeable staff readily available to answer employees questions via telephone Monday through Friday, 8:00 a.m. until 5:00 p.m., except holidays. The staff shall be able to promptly provide clear answers to any questions concerning the contract, including prices, material availability, status of orders/back orders, and material information. The vendor shall also provide, as requested by the principal contact person from the requesting department/division and with reasonable advance notice, a representative to visit offices and evaluate needs. The vendor shall provide telephone and on-site services, as well as service via email if available, at no cost to the County, as a cost of operations for providing material under this contract.

The County understands "customer service" to include prompt, competent service in a courteous and professional manner. The County prefers that there be a single point of contact for all matters pertaining to the contract.

- K. **Reporting Requirements.** On a quarterly schedule, and upon special request, the vendor shall provide the County with Sales Activity Reports for purchases made pursuant to the awarded Blanket Purchase Order. Such reports shall be run individually by department, and delivered directly to the respective departments with a summary report (to include all activity) delivered to the County Purchasing Agent. Reports shall be sorted by items purchased, in descending dollar volume, by ordering department/division/location and by item description. Reports shall contain a summary page including an overall total for the entire County. Reports shall not contain items purchased outside of the Routine Office Supply Blanket Purchase

Order. Reports shall be delivered in hard copy, as well as in an electronic format agreed upon between the selected vendor and the County of Mendocino.

The reports are to contain, at a minimum, the following information:

- Item description
- Part number
- List and discounted unit price
- Total for each item
- Quarterly and year-to-date total dollar volume
- Time period covered

## **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 B – Proposal Check List/Table of Contents:**

- A. An executive summary and written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: Experience, stability & growth, commitment, product and services.
- B. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all system modules.
- C. A one-page cover letter and introduction description of Vendor's experience in providing the requested services/supplies.
- D. Vendor Company Data. This section should include:
  1. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service.
  2. Descriptions of any similar or related contracts under which vendor has provided services, especially those performed for local government agencies.
  3. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
  4. Any material (including letters of support or endorsement) indicative of the vendor's capability. If vendor has provided these services to other local government agencies, include references from those agencies.
  5. A brief description of the vendor's current operations, and ability to provide the services. Also include in this section answers to the following specific questions:

- a. Can vendor provide same-day delivery service to the Ukiah area?
  - b. Will vendor's proposed pricing include "walk-in" emergency purchases from vendor's retail store location (if applicable)?
  - c. Does vendor require a minimum order for purchases?
  - d. Can vendor offer a single contact person for all issues pertaining to the account (i.e. returns, credits, billing, and product information)?
6. Reference List. (Note: County prefers references from California counties and/or cities.)
7. Provide names, telephone numbers, and email addresses (if available) for the following personnel of vendor:
- a. Company principal
  - b. Company representative authorized to legally bind company (if different from 'a' above)
  - c. Representative who, if vendor is successful, will be assigned responsibility for the County's accounts
  - d. Contact personnel who, if vendor is successful, will be assigned to the day-to-day maintenance of the County's accounts. Ideally, these staff will be the primary points of contact for County departmental ordering staff, and will be the most familiar with the County's account status, history and pattern of orders, various departmental office supply needs, etc.
- E. 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.
- F. Any exceptions to the terms and conditions as specified in Attachment C to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- G. Two (2) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Contractor has worked to provide services.
- H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- I. Timeline indicating implementation schedule and training schedule (if applicable).

- J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.
- K. Cost proposal, as identified in Section XIII below.
- L. Certificate of non-collusion (as provided in Attachment E).

### **XIII. FORMAT OF COST PROPOSAL**

The Vendor shall include a section entitled “Cost Proposal” which is to contain the following subsection. 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.

- A. **Attachment H.** Complete with firm and fixed pricing for all items listed. Attachment H is a list of sample office supplies which will be standard “contract items”, most commonly used by the County. Please note that this is not a complete list of office supply items purchased by the County. Firm and fixed pricing is required on these items for a minimum of one (1) year. Price each item separately; when a brand is specified, price only that brand unless otherwise noted. When the term “or equal” is specified or where no brand is specified, state brand offered. “House brands” shall not be included in Vendor’s proposal except as options to brands specified. Proposal must also include price on brand items specified. House brands are acceptable, provided quality is acceptable. County reserves the sole right to determine acceptable quality.
- B. All proposals must state minimal order requirements, if any, to qualify for free shipping. If shipping charges will be charged, a description of the shipping pricing is required.
- C. All items on Attachment H must be delivered to the ordering department within forty-eight (48) hours of order placement.

Note: Mendocino County Policy No. 1, governing County purchasing and contracting states that “materials and supplies with recycled content shall be purchased preferentially when price, quality, and availability are equivalent or better than the same item(s) without recycled content”. Therefore, blank spaces have been provided at the end of Attachment H for alternate quotes on recycled products. Where available, please state the product description (as provided in Attachment H), including the recycled material content, the brand name, unit of issue, and price per unit. The County shall reserve the right to determine whether to include the alternately-quoted recycled products in its final Attachment H under the Blanket Purchase Order.

- D. **Catalog pricing.** Explain the proposed method for determining pricing for Vendor’s catalog items not included in Attachment H. Be specific and identify and include as a part of the proposal all associated documents that are required to determine pricing for catalog items not listed on Attachment H.

It is the County’s preference that pricing for catalog items be determined by a single fixed discount to a published price list.

- E. **Pricing period.** The County requires that the proposed pricing, as submitted on Attachment H and for catalog items, be firm for the first twelve (12) months of the Blanket Purchase Order. The vendor must describe its pricing policy for subsequent years. The policy description shall include the following:

1. **Price Increases**

- a. Under what circumstances will a price increase be requested for Attachment H and catalog items?
- b. How will the amount of increase be determined?
- c. What will be the guaranteed effective period for the new pricing?
- d. What is the maximum percent increase that will be requested?

2. **Price Decreases.** In the event of a decline in the Vendor's product cost, such price decline shall be passed to the County. Describe the proposed policy in respect to price declines:

- a. How often will your costs be reviewed for price declines?
- b. How will the County know that the price decrease review has been performed?
- c. How soon will price decreases be passed to the County?
- d. How will the County be notified that prices have been decreased?

- F. **Order Placement.** Describe the method(s) available for placing orders with the vendor. There shall be no fees associated with any or all of the methods available for placing orders.

The County is requiring the ability to perform online ordering. Please provide a complete description of the online ordering system, including a description of system features and functions such as those listed below:

- Multiple ways to search, identify and select items for orders
- Templates or other mechanisms users can use for frequently ordered items
- Ability for the County to limit user orders to selected items
- Ability for the County to limit ordering to authorized employees (e.g., via passwords)
- Ability for the County to limit access to all County information to County authorized users
- Ability for the County to limit the purchases to the fixed maximum purchase amount as described within this RFP. Orders exceeding this limit should be denied and referred to the Purchasing Agent and/or Buyer



- Ability to restrict orders to those specific in the Blanket Purchase Order (non-routine office supplies should be ordered separately and not under the Blanket Purchase Order)
- Ability for users to speak with a live customer service representative while placing an order
- Email notification of orders awaiting approval
- Order tracking and history by order, cost center, department, user and other levels
- Contract item pricing
- Real-time inventory for orders
- Electronic invoice processing
- Acceptance of Visa for online and other purchases
- Email notification of order status
- Standard reports provided
- Ad hoc reporting capability
- Data export capability
- Return, exchange and back order process
- Delivery and pickup
- User training

Also provide a description of which method of security the online ordering system utilizes, including length of encryption (e.g., 40-bit/128-bit) and address the following questions:

1. Is the website available for review at the time of proposal submission? If so, provide the website address.
2. If the Vendor is invited to participate in a selection interview, can a tour of the website be provided during the interview?

The successful vendor shall provide a representative to train and/or distribute supporting documentation for online ordering to department users if County determines to allow online ordering.

In no event shall online order placement be offered as the only method of order placement with the vendor.

- G. **Delivery Policy.** Describe the delivery policy. At a minimum, Vendor shall deliver supplies as specified above (see "Order/Delivery Requirements" under Section XI, Award and Contract Information). All deliveries shall be FOB destination, regardless of delivery location.
- H. **Returns Policy.** Describe the returns policy. At a minimum, Vendor shall adhere to the specifications as described in "Returns/Defective Material", under Section XI, Award and Contract Information.
- I. **Customer Service.** Describe the customer service policy. At a minimum, Vendor shall provide service as specified in "Customer Service" under Section XI, Award and Contract Information.

- J. **Reports.** Describe the purchasing reports available to the County. Vendors are asked to be specific regarding the types of reports that are capable, as well as to provide sample reports. At a minimum, Vendor shall provide reports as required by "Reporting Requirements", under Section XI, Award and Contract Information.
- K. **Credit Card Purchases.** Describe the process for purchasing supplies via County procurement card (currently Visa).
- L. **Environmental Health and Safety.** The County Board of Supervisors has adopted a set of principles requiring that all products purchased by, and services provided to the County, shall be considered in light of their effect on the environment. Proposals shall include a description of the vendor's ability and commitment to providing products, packaging, and delivery methods that will comply with such environmentally conscious principles.

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 a Blanket Purchase Order for the successful vendor. 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 the County, the County may, at its option, terminate and cancel its action in awarding the contract and the Blanket Purchase Order shall become null and void and of no effect.
  - 2. Incorporated by reference into the Blanket Purchase Order, 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 three (3) years with the option to extend the AGREEMENT(s) for two (2) additional one (1) year periods.

**F. Insurance**

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment G, Sample Mendocino County Contract.

**XVI. REJECTION OF PROPOSALS**

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

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

**XVII. GENERAL CONDITIONS**

While the intent of the County is to award a Blanket Purchase Order to the selected Vendor, it reserves the right to both either withdraw and/or not award a Blanket Purchase Order 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 Blanket Purchase Order/Purchasing agreement terms. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

#### Limitations

1. The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
2. The County has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the County finds that the Vendor's performance is not satisfactory (as specified in Attachment G – Sample Mendocino County Blanket Purchase Order, Attachment A, Section 4).
3. Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the County. Final payment to the Vendor will only be made when the County finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

#### **XVIII. LIST OF ATTACHMENTS**

Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)  
Attachment B – Proposal Checklist/Table of Contents  
Attachment C – Exceptions to RFP  
Attachment D – Letters of Reference  
Attachment E – Certificate of Non-Collusion  
Attachment F – Sample Proposal Evaluation Form  
Attachment G – Sample Mendocino County Blanket Purchase Order  
Attachment H – Standard “Contract Item” Price List  
Attachment I – Mendocino County Department Locations

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

County of Mendocino  
 Executive Office/Central Services Division



RFP No. 04-18  
 Office Supplies

<b>RFP No.</b> <b>RFP Issue Date:</b> <b>RFP Submission Deadline:</b>	<b>04-18</b> <b>March 1, 2018</b> <b>April 5, 2018</b>
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Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No.04-18", and delivered by 2:00 p.m. April 5, 2018 to: Mendocino County, Executive Office, Attn: David Mendez, 841 Low Gap Road, Ukiah, CA 95482.

**Questions regarding this RFP should be directed to:**

- Procedural inquiries: Janelle Rau, Deputy Chief Executive Officer  
 Executive Office/Central Services Division  
 (707) 463-4441  
 rauja@mendocinocounty.org
- Technical inquiries: David Mendez, Buyer/Administrative Services Manager  
 Executive Office/Central Services Division  
 (707) 234-6053  
 mendezd@mendocinocounty.org

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

**Vendor Authorized Representative**

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

**RFP Contact Information (if different then above)**

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

**Certifications:**

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

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

Authorized Representative:	
	(Printed name)
Signature:	
Date:	

**ATTACHMENT B  
PROPOSAL CHECK LIST/TABLE OF CONTENTS**

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

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

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

## ATTACHMENT C

### EXCEPTIONS TO RFP

Company Name: \_\_\_\_\_

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Authorized Representative: \_\_\_\_\_

(Printed name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT D  
LETTERS OF REFERENCE**

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

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

**ATTACHMENT E**  
**CERTIFICATE OF NON-COLLUSION**

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

---

(Name of Proposer)

---

(Signature of Authorized Agent)

---

, 2018  
Date

**ATTACHMENT F**  
**COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM**  
**RFP No. 04-18**  
**OFFICE SUPPLIES**

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 Executive Office.

		Weight	*Rating Scale	Points Total
D.	Qualifications/Experience	5 Points		
E.	References	5 Points		
F.	Acceptance of RFP/contract conditions	5 Points		
G.	Comprehensiveness of Products	5 Points		
H.	Price Increase/Decrease Policy/Procedures	10 Points		
I.	Customer Service	25 Points		
J.	Delivery and Returns Policy/Procedure	20 Points		
K.	Reporting Capabilities	5 Points		
L.	Cost/Pricing	20 Points		
M.	Website Functionality	5 Points		
O.	Interview Performance	15 Points		

Evaluation Total (Maximum 600)		
--------------------------------	--	--

Comments:

\_\_\_\_\_

\_\_\_\_\_

**Scoring: (To be performed by the Executive Office/Purchasing Agent)**

Weight      X      \*Rating (per Scale)      =      Points Total

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

**ATTACHMENT G**  
**SAMPLE MENDOCINO COUNTY BLANKET PURCHASE ORDER**

**COUNTY OF MENDOCINO**

Executive Office – Central Services Division  
 841 Low Gap Road  
 Ukiah, CA 95482  
 707.234.6050 FAX 707.463.4673

**BLANKET PURCHASE ORDER**

BPO No.	Vendor No.

**Date:****Vendor Name and Address:****Authorized Departments/Divisions: Org Code:**

<b>Vendor Contact &amp; Phone:</b>	<b>Ship To:</b>
<b>FOB: DESTINATION</b>	<b>CASH DISCOUNT TERMS:</b>

**COMMODITY/SCOPE OF SERVICE**

Vendor shall provide ,

EXCLUDED FROM PURCHASE under this contract is/are

**PERIOD**

This BPO is effective through , and is subject to cancellation, at the County's option, thirty (30) days after receipt of written notification. The County reserves the right to extend this BPO for one (1) year periods, provided such extensions are agreeable to both parties (County and Vendor).

**PRODUCT PRICES, TERMS AND CONDITIONS**

The following products/services shall be provided at the rates and terms described below:

\$

Vendor shall not require any minimum or maximum purchases by the County; however, the Vendor agrees that the maximum **total cost per order**, including any applicable shipping charges and/or sales tax, shall not exceed \$\_\_\_\_\_.

Quantity is an estimate only, and should not be construed as a minimum or maximum guarantee.

**ORDERS**

Orders may be placed against this BPO via Phone, Facsimile, Email or in person. Only representatives of those Departments/Divisions specifically identified above are authorized to make purchases against this BPO. At the time of placing an order, the authorized County representative will be responsible for referencing the BPO number. All orders shall be delivered with an itemized packing list or invoice that references this BPO.

**DELIVERY SCHEDULE**

Delivery of items shall be made within calendar days from the date of order. Time of

delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.

### INVOICES AND PAYMENT TERMS

Invoices for products/services shall be submitted to the Ship-To address as listed above. All Invoices must reference the BPO number. Failure to do so may result in a delay of payment. Payment terms are net 30 days. There shall be no penalty fees for late payment.

### OBLIGATION OF FUNDS

This Blanket Purchase Order is non-exclusive and does not obligate any funds, nor guarantee any minimum or maximum volume of purchases to be made against this BPO.

The **maximum annual total** dollar amount to be allowed under this BPO shall not exceed \$\_\_\_\_\_.

### REPORTING

Vendor shall maintain a record of all orders received through this BPO. Vendor shall be required to submit quarterly Sales Activity Reports to:

County Executive Office  
Attn: Buyer  
841 Low Gap Road  
Ukiah, CA 95482 -OR- via electronic mail to [ceo@mendocinocounty.org](mailto:ceo@mendocinocounty.org)

Reports shall be sorted by Department/Division and by items purchased in descending dollar volume. Reports at a minimum shall contain:

- Department/Division
- Item Description
- List and discounted unit price
- Total for each item
- Quarterly and year-to-date total dollar volume
- Time period covered

In addition to the quarterly reporting requirement, reports may be requested from the Vendor upon special request by the County Purchasing Agent or his/her designee.

### ATTACHMENTS

The following Attachments are hereby incorporated and made a part of this BPO:

ATTACHMENT A – Standard Terms and Conditions for Blanket Purchase Orders

ATTACHMENT B – Insurance Requirements

ATTACHMENT C – Labor Code Section 1771.1(a)

#### VENDOR:

Signature \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

#### COUNTY OF MENDOCINO:

\_\_\_\_\_  
Janelle Rau

Deputy Chief Executive Officer

\_\_\_\_\_  
Date

**SAMPLE BPO ATTACHMENT A  
COUNTY OF MENDOCINO  
STANDARD TERMS AND CONDITIONS  
  
BLANKET PURCHASE ORDERS**

**1. PAYMENT TERMS**

**1.1 Price.** No changes in price, quantity or merchandise will be recognized by County without written notice of acceptance thereof by the Purchasing Agent prior to the shipment of goods or installation of the materials or performance of services. No charge will be allowed for packing, boxing, or cartage, except when otherwise specified in this contract. County is exempt from the payment of federal excise tax; therefore, federal excise tax shall not be included in the price of the goods. Unless otherwise definitely specified, Vendor hereby understands and acknowledges that the prices quoted herein do not include California Sales and Use Tax or Mendocino County Sales and Use Tax.

**1.2 Cash Discounts.** In connection with any cash discount specified in this contract, time will be computed from the date of completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received if the latter date is later than the date of delivery and/or performance. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing of County warrant or check.

**1.3 Invoices.** Upon submission of the itemized invoice(s), payment shall be made of the prices stipulated herein for goods or materials delivered or services rendered and accepted less deductions, if any, as herein provided. Payment on partial deliveries or services may be made whenever amounts due so warrant or when requested by Vendor and approved by the Purchasing Agent.

**2. REQUIREMENTS CONCERNING GOODS**

**2.1 Shipment.**

**2.1.1 Delivery.** Vendor shall deliver the goods in accordance with the delivery schedule set forth in this contract. If the time for delivery is stated as a number of days, it shall mean calendar days. Goods will not be accepted if shipped C.O.D. Title to the goods purchased hereunder shall pass to County at the F.O.B. point designated on the face hereof, subject to County's right to reject the goods.

**2.1.2 Inspection.** County shall have the right to inspect the goods prior to payment and acceptance. Notwithstanding anything stated to the contrary herein, if on inspection, County determines that the goods do not conform to the contract requirements, County shall have the right to preserve and keep, at no expense to the County, a small sample of the goods tendered for the purpose of having evidence of the tendered goods' kind and quality.

**2.1.3 Risk of Loss.** The risk of loss of the goods shall not pass to County until County actually receives and accepts the goods from Vendor.

**2.2 Procurement of Recycled Goods.** The Board of Supervisors has committed the County of Mendocino to the purchase and use of recycled products which will contribute to the conservation and protection of the resources referenced in this agreement.

**2.3 Force Majeure.** Vendor shall not be liable for any delay or failure to deliver any or all of the goods if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm, or any act of God. County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for County to receive the goods. When either Vendor or County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.

### **3. PERFORMANCE OF SERVICES**

**3.1 Standard of Care.** Vendor 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 Vendor's trade or profession. Vendor hereby warrants that all its work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Vendor's work by County shall not operate as a waiver or release.

**3.2 Assigned Personnel.** Vendor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Vendor to perform work hereunder, Vendor shall remove such person or persons immediately upon receiving written notice from County.

**3.3 Completion.** Vendor shall perform the services described in this contract within the time or dates set forth herein.

**3.4 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.

**3.5 Insurance.** With respect to performance of work under this contract, Vendor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as outlined in Attachment B of this contract. If Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of this contract. County, at its sole option, may terminate this contract and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County may deduct from sums due to Vendor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

### **3.6 Representations and Covenants of Vendor.**

**3.6.1 Status of Vendor.** The parties intend that Vendor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Vendor is not to be considered an agent or employee of County,

and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this contract, Vendor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

**3.6.2. Taxes.** Vendor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this contract and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

**3.6.3. Records Maintenance.** Vendor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this contract and shall make such documents and records available to County for inspection at any reasonable time. Vendor shall maintain such records for a period of three (3) years following completion of the work hereunder.

**3.7 Assurance of Performance:** If at any time the County has good objective cause to believe Vendor may not be adequately performing its obligations under this Agreement or that Vendor may fail to complete the Services as required by this Agreement, County may request from Vendor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Vendor's performance. Vendor 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. Vendor 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.

**4. TERMINATION** At any time and without cause, County shall have the right, in its sole discretion, to terminate this contract by giving thirty (30) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that have been delivered and accepted by County or services satisfactorily rendered through the date of termination.

**5. 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 Vendor. Upon termination, COUNTY shall remit payment for all products and services delivered to County and all expenses incurred by Vendor prior to Vendor's receipt of the termination notice.

**6. TITLE TO GOODS; INFRINGEMENT** Vendor warrants that it has title to the goods and that they are not subject to a security interest, lien, or other encumbrance. Vendor shall hold County, its officers, agents, servants and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this contract, and agrees to defend, at Vendor's sole expense, any and all actions brought against County or Vendor because of the unauthorized use of such articles.



**7. WARRANTY**

**7.1 Warranty for Goods.** Vendor warrants to County and/or County customers that any and all goods covered by this contract will be new unless otherwise specified and will conform to the drawings, specifications, samples, description and time provisions furnished by County and will be of first-class material and workmanship and free from defect. In the event of a defect, malfunction, or failure of the goods to conform with this warranty, County shall have the right to require Vendor to repair or replace the goods without charge within five (5) business days from being notified of the defect. If Vendor cannot replace the goods and repair either is not commercially practicable or cannot be made within such five (5) business day period, County shall have the right to require Vendor to refund the purchase price. Defective goods rejected by County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by County for any reason, including, without limitation, County's acceptance of the goods or County's failure to notify Vendor thereof. Further, the failure of County to seasonably specify any defects in rejected goods shall not prevent County from relying on the defect to establish a breach, even though Vendor could have cured the defect on proper notification.

**7.2 Warranty for Services.** Vendor warrants to County that any and all materials and equipment furnished under this contract will be new unless otherwise specified and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by Vendor. In the event County elects to have said work performed by Vendor, Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from County; however, in no event shall such period exceed fifteen (15) calendar days. If Vendor shall fail or refuse to comply with its obligations under this section, County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

**8. INDEMNIFICATION** Vendor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Vendor, arising out of or in connection with the performance of Vendor hereunder, but excluding liability due to the sole active negligence or sole willful misconduct of County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Vendor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Vendor shall be liable to County for any loss or damage to County property arising from or in connection with Vendor's performance hereunder.

**9. REMEDIES** In the event of a default hereunder by Vendor, County may pursue any one or more of the following remedies:

**9.1 County's Right to Cover.** In the event any item furnished by Vendor in the performance of this contract should fail to conform to the specifications therefore, or to the same submitted by Vendor with its bid, County may reject the same, and require Vendor to reclaim and remove the same forthwith, without expense to County, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should Vendor fail, neglect or refuse to do so County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to Vendor the difference between the prices named in the contract and the actual cost thereof to County. In the event Vendor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to reimbursement set forth above shall apply. Cost of inspection of deliveries which do not meet specifications will be for the account of Vendor.

**9.2 County's Right to Terminate this Contract.** Every tender of goods must fully comply with all provisions of this contract and nothing in this contract shall be construed as restricting or limiting County's right to demand exact performance with respect to each and every installment delivery. County shall have the right to treat any nonconforming installment shipment as a breach of the entire contract and terminate the contract for any such breach. If County pursues this remedy, Vendor shall not have the right to substitute a confirming tender, whether or not the nonconforming delivery may be seasonably cured.

**9.3 County's Right to Incidental Damages.** County shall be entitled to recover as incidental damages, in addition to those provided for in the Uniform Commercial Code, the following: (1) a reasonable rental charge for goods leased while County effectuates a purchase elsewhere; and (2) any expenses incurred in leasing substitute goods for use until County procures goods elsewhere.

**9.4 Remedies Not Exclusive.** The rights and remedies of County provided hereunder shall not be exclusive and are in addition to any other rights and remedies provided by the law or under this contract.

**10. NONDISCRIMINATION** Vendor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.

## **11. CONFORMITY WITH LAW AND SAFETY**

**11.1** In performing services under this Agreement, Vendor 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. Vendor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Vendor's failures to comply with such laws, ordinances, codes and regulations.

**11.2 Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Vendor's performance of this Agreement, Vendor shall immediately notify Mendocino County Risk Manager's Office by telephone. Vendor 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 Vendor's sub-contractor, if any; (3) name and address of Vendor'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.

**11.3** Vendor 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.

**11.4** Vendor 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.

**12. USE OF COUNTY PROPERTY** Vendor 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.

**13. DRUG-FREE WORKPLACE** Vendor and Vendor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Vendor nor Vendor'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 Vendor or any employee of Vendor is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the Vendor, within five days thereafter, shall notify the Purchasing Agent. Violation of this provision shall constitute a material breach of this Agreement.

**14. COMPLIANCE WITH LICENSING REQUIREMENTS** Vendor shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous.

**15. ADVERTISING OR PUBLICITY** Vendor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity released or otherwise without securing the prior written consent of County in each instance.

## **16. GENERAL PROVISIONS**

**16.1 Assignment.** No right or interest in this contract may be assigned by Vendor without the written permission of County, and no delegation of any obligation owed by Vendor may be made without the written permission of County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

**16.2 No Waiver of Breach.** The failure of County to object to the manner of performance of any of the terms of this contract shall not be considered a waiver of any rights or remedies, past, present, or future. The failure of County to object to a nonconforming performance

shall not be construed as an acceptance of or acquiescence in the performance. County reserves the right to insist upon strict compliance with this contract at all times.

**16.3 Applicable Law and Forum.** This contract shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this contract or for the breach thereof shall be brought and tried in the County of Mendocino.

**16.4 Merger; Modifications.** The parties intend this writing to be the final expression of their agreement and it is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even when the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No modification of this contract shall be effective unless and until such modification is evidenced by a writing signed by Vendor and the Purchasing Agent.

**16.5 Construction.** To the fullest extent allowed by law, the provisions of this contract shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**SAMPLE BPO ATTACHMENT B  
INSURANCE REQUIREMENTS**

CONTRACTOR, at its expense, shall secure and maintain at all times during the entire period of performance under this Agreement insurance as set forth below with insurance companies acceptable to COUNTY.

CONTRACTOR shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required and provisions contained herein have been submitted to and accepted by COUNTY. Failure to submit proof of insurance as required herein may result in awarding said contract to another bidder. Failure to comply with the insurance requirements set forth herein shall constitute a material breach of contract and, at COUNTY's option, shall subject this contract to termination.

Insurance coverage in the minimum amounts 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 contract or otherwise in law.

**WORKERS' COMPENSATION**

CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Workers' Compensation Insurance coverage to cover its employees. 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.

**SCOPE OF LIABILITY COVERAGES**

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing at the minimum the following:

- |   |   |
|---|---|
| 1. Comprehensive General Liability:               | \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage   |
| 2. Automobile Liability:                          | \$500,000 combined single limit, per accident for bodily injury and property damage   |
| 3. Workers' Compensation and Employers' Liability | Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident |

CONTRACTOR shall provide to COUNTY certificates of insurance with endorsements properly executed by an officer or authorized agent of the issuing insurance company evidencing coverage and provisions as stated below:

- A. **INSURED:** Name the County of Mendocino, its elected or appointed officials, employees, agents and volunteers as additional insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased or used by the Named Insured, or (d) ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured.
- B. **SEVERABILITY OF INTEREST:** Provide that the inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- C. **COVERAGE BELOW MINIMUM REQUIRED NOTICE** (Claims made policies with aggregate only): Provide that the limits of insurance afforded by this policy shall not fall below the minimum requirements of the County of Mendocino without notice to the County of Mendocino by certified mail return receipt requested. Such notice shall be addressed to: County of Mendocino, 841 Low Gap Road, Ukiah, California 95482, ATTN: Risk Management.
- D. **CANCELLATION NOTICE:** Provide that the insurance afforded by this policy shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice, delivered in person or by first class U.S. mail, has been given to the County of Mendocino. Such notice shall be addressed to: County of Mendocino, 501 Low Gap Road, Room 1010, Ukiah, California 95482, ATTN: Risk Management.

**SAMPLE BPO ATTACHMENT C  
LABOR CODE SECTION 1771.1(a)**

A CONTRACTOR or SUBCONTRACTOR shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered CONTRACTOR to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the CONTRACTOR is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

**ATTACHMENT H**  
**Standard "Contract Item" Price List**

Item		Color or Size	U/I	Cost Per Unit
<b>ADHESIVES</b>				
GLUE WHITE, ALL PURPOSE 8 OZ (Elmers)	HUN118		EA	
GLUE STICK,BULK PACK,.29OZ	AVE00166		EA	
<b>BINDERS</b>				
BINDER,3RG,VNL,11X8.5,1"BLK	AVEK31110BK		EA	
BINDER,3RG,11X8.5,1"LH,WHT	AVEK31110WE		EA	
BNDR,3RG,VNL,11X8.5,1",BLUE	AVEK31110BE		EA	
BNDR,3RG,VNL,11X8.5,1",RED	AVEK31110RD		EA	
BINDER,3RG,VNL,11X8.5,.5"C,BLK	AVEK31115BK		EA	
BINDER,OVERLAY,CLEAR,1.5",WHT	AVECV1115WE		EA	
BNDR,3RG,VNL,1.5,BLU	AVEK31115BE		EA	
BNDR,3RG,VNL,1.5,RED	AVEK31115RD		EA	
BNDR,3RG,VNL,2",BLK	AVEK31120BK		EA	
BINDER,OVERLAY,CLEAR,2",WHT	AVECV1120WE		EA	
BNDR,3RG,VNL,2",BLUE	AVEK31120BE		EA	
BNDR,3RG,VNL,2",RED	AVEK31120RD		EA	
R-BNDR FLAT BACK 3" BLACK	AVEK31125BK		EA	
BINDER,VUE,3RG,11X8.5,3"C,WHT	AVECV1125WE		EA	
BINDER,3RG,11X8.5,3"C,BLUE	AVEK31125BE		EA	
BINDER,RR,LBL,LCK,3,RED	AVEK31125RD		EA	
BINDER,OVERLAY,CLEAR,1".BLACK	AVECV1110BK		EA	
BINDER,VUE,3RG,11X8.5,1"C,WHT	AVECV1110WE		EA	
BNDR,VIEW,11X8.5,1",LBE	UNV20713		EA	
BINDER,OVERLAY,CLEAR,2",BLK	AVECV1120BK		EA	
BINDER,OVERLAY,CLEAR,2",WHT	AVECV1120WE		EA	
BNDR,VIEW,11X8.5,3",LBE	UNV20753		EA	
BNDR,R-RNG,SPINEVUE,3"-MN	CRD16958		EA	
<b>CLIPS &amp; CLAMPS</b>				
CLIP,BINDER,SMALL,12/BOX	IDL10020		DOZ	
CLIP,BINDER,MEDIUM,	IDL10050		DOZ	
CLIP,BINDER, Large	IDL10100		DOZ	
CLIPBOARD,LETTER SIZE,2PK	BEN03000		EA	
CLIPBOARD,LEGAL SIZE	BEN04000		EA	
FASTENER,SELF-ADHESIVE,2"C-C	ACC70021		BX	
FASTNER,PAPER,2IN SETS,50BX	ACC70022		BX	
PAPER FASTENER 2"BASE 100BX	ACC70023		BX	
CLIP,PAPER,#1 REG,SMOOTH	011PC1		M	
CLIP,PAPER,JUMBO,SMOOTH,1	011PCG		BX	
PIN,PUSH,200CT,CLEAR	011PPBCLR		BX	
FLUID,CORRECTION,WHITE	PAP56401		EA	
FLUID,CORRECTION,F/COPIES	PAP71001		EA	



DISPENSER,TAPE,COR,LP,BLUE	PAP06304		EA	
TAPE,CORRECT,RFL,LP	PAP07304		EA	
CORRECTION,DISPOSABLE,DRYLINE	PAP06604		EA	
TAPE,CORRECTION,MONO	TOM68620		EA	
<b>DESK ACCESSORIES</b>				
TRAY,LETTER,SIDELOAD,6/PK,BLK	RUB16003	Smoke	EA	
TRAY,LGL,HI CAP,STACKABLE,BLK	RUB17621	Smoke	EA	
<b>CORRECTION SUPPLIES</b>				
ORGANIZER,DRAWER,CATCH'ALL,SMK	RUB16253	Smoke	EA	
ORGANIZER,VERTICAL,5SLOTS,BLK	MMF2645BLA	Black	EA	
ORGANIZER,VERT,6 COMP,SLANT	MMF2646BLA	Black	EA	
FILE,DESK,HORZ,LTR,4CMPT,BK	MMF264R4HBK		EA	
ORGANIZER,HOR,LTR,6TIR,BK	MMF2646HBK	Black	EA	
OPENER,LETTER,9",CHROME PLATED	UNV31750	Black	EA	
PUNCH,2HOLE,50SHEETS,BLACK <b>20 SHEET</b>	SWI74050		EA	
PUNCH,3-HOLE,HDUTY LEVER <b>50 SHEET</b>	SWI74350	Black	EA	
<b>DISPENSERS</b>				
DISPENSER,TAPE,DSKTOP,3/4",BLK	MMMC38BK	Black	EA	
DISPENSER,CLIP,MAG,SMK,3	011CDS		EA	
<b>DRY ERASE MARKERS/ACCESSORIES</b>				
MARKER,CHISEL TIP,EXPO2,BLACK	SAN80001	Black	EA	
MARKER,DRYERASE,RD	SAN80002	Red	EA	
MARKER,CHISEL TIP,EXPO2,BLUE	SAN80003	Blue	EA	
MARKER,DRYERASE,GN	SAN80004	Blue	EA	
ORGANIZER,MARKR/ERASR,6CLR,SET	SAN83056	Green	EA	
ERASER,DRY ERASE,EXPO	SAN81505		EA	
CLEANER,BOARD,DRY ERASE,8 OZ	SAN81803		EA	
<b>ENVELOPES</b>				
ENVELOPE,CAT,28LB,OE,#1,BK	WEVCO645	6x9	BX	
ENVELOPE,CAT,28LB,OE,#1.75,BK	WEVCO650	61/2x91/2	BX	
ENVELOPE, MANILA CATALOG 7 1/2 x10	WEVCO660	71/2x10	BX	
ENVELOPE,CAT,28LB,#10.5,250BX	WEVCO673	9x12	BX	
ENVELOPE,CAT,28LB,#13.5,250BX	WEVCO688	10x13	BX	
ENVELOPE, MANILA CLASP, 6 1/2x9 1/2	566CL63	61/2x91/2	BX	
ENVELOPE, MANILA CLASP, 7 1/2X10	566CL75	71/2x10	BX	
ENVELOPE, MANILA CLASP, 9x12	566CL90	9x12	BX	
ENVELOPE, MANILA CLASP 10x13	566CL97	10x13	BX	
ENVELOPE, MANILA CLASP, 10x15	566CL98	10x15	BX	
ENVELOPE, MANILA CLASP 12x15 1/2	566CL110	12X151/2	BX	
<b>FILE FOLDERS &amp; FILE FRAMES</b>				
FOLDERS, MANILA, 1/3 CUT, LETTER	5661312	Letter	BX	
FOLDERS, MANILA, 1/3 CUT, LEGAL	566A1312	Legal	BX	
FOLDER,FILE,LETTER,1/5 CU	AMP22115	Letter	BX	
FOLDER,FILE,LEGAL,1/5 CUT	AMP22215	Legal	BX	
FOLDERS, HANGING 1/5 CUT LETTER	566HF151	Letter	BX	
FOLDERS, HANGING 1/5 CUT LEGAL	566HF152	Legal	BX	
FRAMES, HANGING, LTR SIZE, 2PK	ESS4421	Letter	set/2	
FRAMES, HANGING, LGL SIZE, 2PK	ESS4431	Letter	set/2	

<b>FILES</b>				
POCKET,LTR,ST,EXP 1-3/4	SMD73214	Letter	EA	
POCKET,FILE,LTR,3 1/2" CAP	SMD73224	Letter	EA	
POCKET,FILE,LEGAL,3.5" CAP	SMD74224	Legal	EA	
BOX,STOR,ECON LETTER/LEG	FEL00703	Letter	EA	
<b>FRAMES</b>				
FRAME,"L",8X10,CLEAR	UNV76880		EA	
<b>GUIDES/INDEXES</b>				
OD,DIV,INSERT,5TAB,CLR,6ST/PK	AVE11466		Set	
INDEX TABS, CLEAR 1/2" 5/ BOX	AVE10121		BX	
DIVIDERS.INS,5,CLEAR,OD,BIGTAB	AVE11110	Clear	Set	
DIVIDERS.INS,5,COLOR,OD,BIGTAB	AVE11109		Set	
DIVIDER,INS,8TAB,CLR,OD,BIGTAB	AVE11112	Multi	Set	
DIVIDER,INS,8TAB,ASTD,OD,BIGTA	AVE11111	Clear	Set	
INDEX,BNDR,A-Z,BK/WE	AVE11676	Multi	Set	
<b>LABELS</b>				
LABEL,LSR,ADDR,WHT,3000CT	AVE5160		BX	
LABEL,P/S,COPR,1X2.75,3300/BX	AVE5351		BX	
ADDRESS, 4"x1-15/16 1-SHEET	AVE5340		BX	
LABEL,LSR,SHIP,WHT,1000CT	AVE5163		BX	
<b>MARKERS</b>				
MARKER,FORAY,PERM,DS,BLK,12PK	AVE08888	Black	EA	
MARKER,FORAY,PERM,DS,BLUE,12PK	AVE08886	Blue	EA	
MARKER,FORAY,PERM,DS,GRN,12PK	AVE08885	Green	EA	
MARKER,PERM,CHISELTP,LRG,OE	AVE08883	Orange	EA	
MARKER,PERM,3000,CHISEL P	AVE08884	purple	EA	
MARKER,FORAY,PERM,DS,RED,12PK	AVE08887	Red	EA	
MARKER,PERM,CHISELTP,LRG,YW	AVE08882	Yellow	EA	
MARKER,SHARPIE,FINE,DZ,BLACK	SAN30001	Black	DZ	
HIGHLIGHTER,FORAY,DS,BLUE,12PK	AVE07746	Blue	EA	
HIGHLIGHTER,FORAY,DS,GRN,12PK	AVE24020	Green	EA	
HIGHLIGHTER,FORAY,DS,ORNG,12PK	AVE24050	Orange	EA	
HIGHLIGHTER,FORAY,DS,YEL,12PK	AVE07749	Yellow	EA	
MARKER,HIGHLIGHTER,DESK,YW	AVE07742	Yellow	EA	
MARKER,MEDIUM,MAJOR ACCENT,LAV	AVE24060	Lavender	EA	
<b>MISCELLANEOUS ITEMS</b>				
BOXES CORRUGATED, 20x15x15 20 BUNDLE	RHRR229		EA	
DISKETTES, 3.5 HIGH DENSITY, FORMATTED, 1.44	IMN12881		BX	
MAILER FOR 3.5" DISKETTES	AVE29602		EA	
MOISTENER,FINGERTIP,3/8 OZ	LEE10050		EA	
<b>NOTEBOOKS</b>				
PAD,STENO,6X9,GREGG,DOZ,70SHT	SPRG69		EA	
<b>PADS</b>				
PAD,EASEL,2/CT,RECYCLED	AMP24028		2/CT	
PAD RULED, YELLOW PERF	5669058	5x8	DOZ	
PAD RULES, YELLOW GUMMED	5665054	Letter	DOZ	

PAD, RULED, PERF, REINFORCED BACK	566911	Letter	DOZ	
PAD, RULED, YELLOW PERFORATED	5669014	Legal	DOZ	
PAD,NTE,POST,1.5"X2",12PK,YEL	MMM653YW	11/2x2	PKG	
NOTE,CANARY,YELLOW,3X3,12PACK	MMM654YW	3x3	PKG	
NOTES,POST-IT,3X5,24/PK <b>EACH</b>	MMM655YW	3x5	PKG	
POST-IT, LINED, 3X5", 12 PK, YELLOW	MMM635YW	3x5	PKG	
<b>PENCILS &amp; ERASERS</b>				
PENCIL,LEAD,TICONDEROGA,SOFT	DIX13882		DOZ	
PENCIL,.5MM,QUICKCLIC,TRNS,BLK	PENPD345TA		EA	
LEAD,3 TUBES,HB,0.5MM,BLK	PENC505HB		TB	
ERASER,PENCIL,CAP,144BOX	PAP73015		GR	
ERASER,PCL,MED,PNK PEARL,3PK	PAP70502	MED	CD	
<b>PENS</b>				
PEN,BALL PT,FINE,STICK,BLACK	BICGSF11BK	Black	DOZ	
PEN,BALL PT,FINE,STICK,BLUE	BICGSF11BE	Blue	DOZ	
Q1 PEN,BALL PT,FINE,STICK,RE	BICGSF11RD	Red	DOZ	
PEN,BALL PT,MEDIUM,STICK,BLK	BICGSM11BK	Black	DOZ	
PEN,BALL PT,MEDIUM,STICK,BLUE	BICGSM11BE	Blue	DOZ	
PEN,BALL PT,MEDIUM,STICK,RED	BICGSM11RD	Red	DOZ	
PEN,UNIBALL,XF,UB120,BLK	SAN60151	Black	EA	
PEN,UNIBALL,XF,UB120,RED	SAN60152	Red	EA	
PEN,UNIBALL,XF,UB120,BLU	SAN60153	Blue	EA	
<b>RUBBERBANDS</b>				
RUBBERBANDS,#19,1/4#	UNV00419		BX	
RUBBERBANDS,#32,1/4#	UNV00432		BX	
RUBBERBANDS,#54,1/4	UNV00454		BX	
RUBBERBANDS,#64,1/4#	UNV00464		BX	
<b>RULERS</b>				
RULER,12",OD,STAINLESS STEEL	ACM10415		EA	
RULER,WOOD,12IN,DBL,METAL EDGE	ACM10375		EA	
<b>SCISSORS</b>				
SCISSORS 7"	011FCS7		EA	
SCISSORS 9"	011FCS9		EA	
<b>SHEET PROTECTORS</b>				
PROTECTOR,SHT,LTR,HVY WT, 25 EACH	AVE5NG811		BX	
PROTECTOR,SHT,LTR,CR 100 EACH	AVE5VY811		BX	
HEAVYWEIGHT NON STICK/GLARE	CLI62038		BX	
HEAVYWEIGHT NONSTICK TOP LOAD	CLI62018		BX	
<b>STAMPS &amp; STAMP PADS</b>				
DATER,ECONO,OD,#1.5	COS012730		EA	
ROLL-ON INK,STAMP PAD,2OZ,BLK	SAN58701	Black	EA	
INK,ROLL-ON,STAMP PAD,2OZ,RED	SAN58702	Red	EA	
INK,STAMPPAD,ROLL-ON,2OZ,BE	SAN58703	Blue	EA	
PAD,STAMP,FELT,OD,2PK,BLACK	AVE21081	Black	EA	
PAD,STAMP,MICROPORE,#1,BE	AVE21061	Blue	EA	
PAD,STAMP,FELT,#1,RD	AVE21071	Red	EA	
<b>STAPLERS &amp; STAPLES</b>				
STAPLER,DESK,STD,CMPCT,BLACK	SWI71101	Black	EA	

STAPLER, FULLSTRIP, ACCO 747, BLK	SWI74701	Black	EA	
STAPLE REMOVER, PLIER TYPE	011SRA		EA	
STAPLE, 1/4", SF1, 15-25SHT, 5M/BX	SWI35108	box	EA	
<b>TAPE (ADDING MACHINE)</b>				
TAPE, ADDING MACHINE, RL's 2 1/4	6017260EA		RL	
<b>TAPE (ADHESIVE)</b>				
TAPE, MASKING, HIGHLAND, 1"X60YD	MMM26001		RL	
TAPE, SEALING, BOX, 2"X55 YDS <b>6 PACK</b>	MMM3710		RL	
TAPE, OD, INVISIBLE, 4PK, BOX	MMM62003		RL	

**ATTACHMENT H (continued)**  
**Standard “contract item” price list**  
**Supplemental Information**

Where Brand or Stock Number is not specified within Attachment H, standard “contract item” price list, please provide a price quote for each item using the following acceptable manufacturer list. For comparison purposes, please do not include “house” brands within Attachment H.

Acco	Ibico Inc.
Ace	Kleer-Flax Inc.
Acme	Lee Products
Alliance Rubber	Maco Tag & Label
Ampad	3M Commercial
Anglers Company Limited	Nature Saver
At-a-Glance	Officemate
Avery	Papermate
Baumgartens	Pentel
Bemis-Jason	Perma
Bic	Pilot
Binney & Smith	PM Company
Bostich	Quality Park
Buddy Products	Rediform
Cardinal Products	Rogers
Champion International	Rolodex
C-Line Products	Samsill
Dixon Ticonderoga	Sanford
Duo-Tang	Shachiata Inc.
Rubbermaid/Eldon	Smead Manufacturing
Esselte Corporation	Sparco Products
Eberhard Faber Corporation	Swingline
Fellows	Tenex Corporation
Fiskars	Tombow
Globe Weis	Tops Business Forms
General Ribbon	Westvaco
Great White Consumer	Wilson Jones

**ATTACHMENT I**  
**MENDOCINO COUNTY DEPARTMENT LOCATIONS**

<u>Location</u>	<u>Department</u>	<u>Address</u>
<b><u>BOONVILLE</u></b>		
2	Veterans Memorial Building	14470 Hwy 128
<b><u>COVELO</u></b>		
4	Justice Center	76270 Grange St.
227	Covelo Community Building	22830 Airport Rd.
336	Round Valley Branch Library	23925 Howard St.
353	Veterans Memorial Building	23900 Howard St.
390	Sheriff	76091 Covelo Rd.
<b><u>FORT BRAGG</u></b>		
7	Avila Coastal Center	752-790 S. Franklin St.
7A	MH ~ AODP ~ SS	790 S. Franklin St.
7B	Social Services SIU	778 S. Franklin St.
7C	Social Services EFAS	764 S. Franklin St.
7D	Social Services Adult Services Modular	752 S. Franklin St.
8	Library	499 E. Laurel
10	Justice Center	700 S. Franklin St.
11	Veterans Memorial Building	360 Harrison Ave.
24	Pub Health, Planning, Env Health	120 W. Fir St.
<b><u>POINT ARENA</u></b>		
15	Library	225 Main St.
20	Veterans Memorial Building	451 School St.
<b><u>UKIAH</u></b>		
26	Adult Probation	579 Low Gap Rd.
27	Animal Control Facility	298 Plant Rd.
28	Administration Center	501 Low Gap Rd.
28PE	Planning & Building/Environmental Health	860 N. Bush St.
29	Library	105 N. Main St.
30	Courthouse	100 N. State St.
31	Public Defender (CH Annex)	175 S. School St.
32	Executive Office/Central Services	841 Low Gap Rd.
33	Juvenile Hall	585 Low Gap Rd.
35	Alternate Defender	880 N. Bush St.
36	Ag/Farm Advisor	890 N. Bush St.
37	Dept. of Transportation-Admin	340 Lake Mendocino Dr.
38	Adult/Juvenile Probation & 911	589 Low Gap Rd.
39	Sheriff/Jail Admin	951 Low Gap Rd.
40	Veterans Memorial Building	293 Seminary Ave.

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41	Social Services (South Yokayo)	747 S. State St.
42	Facilities and Fleet Division	851 Low Gap Rd.
51	Social Services Modular	757 S. State St.
54	Social Services-CFS	727 S. State St.
55	Child Support Services	107 S. State St.
56PH	Public Health	1120 S. Dora St.
56MH	Mental Health	1120 S. Dora St.
57	Veterans Services Office (DSS)	405 Observatory Ave.
65	Retirement	625-B Kings Ct.
66	Social Services (North Yokayo)	737 S. State St.
343	Air Quality Management District	306 E. Gobbi St.
347	Social Services-Family Center	10A/B Cherry Ct.
330	HHSA Career Center	2550 N. State St., Ste 3

**WILLITS**

21	Library	390 E. Commercial St.
22	Museum	400 E. Commercial St.
25	Veterans Memorial Building	189 N. Main St.
44	Justice Center	125 E. Commercial St.
61	WISC - DSS	221 S. Lenore
62	WISC - PH/MH/DSS	221-B S. Lenore
64	WISC - NCO/WAG	221-D S. Lenore