

**COUNTY OF MENDOCINO  
EXECUTIVE OFFICE  
FACILITIES & FLEET DIVISION**

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

**REQUEST FOR PROPOSAL (RFP)**  
**CONSTRUCTION MANAGEMENT SERVICES**  
for the  
**MENDOCINO COUNTY JAIL REPLACEMENT  
SPECIAL NEEDS HOUSING UNIT AND VISITORS CENTER**

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<b>RFP No.</b>	<b>07-19</b>
<b>RFP Issue Date:</b>	<b>February 21, 2019</b>
<b>RFP Submission Deadline:</b>	<b>April 4, 2019</b>
<b>Issued by:</b>	<b>Mendocino County Executive Office Facilities &amp; Fleet Division</b>

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## **I. INTENT**

This Request for Proposal (RFP) announces the intent of the County of Mendocino to engage a licensed and qualified Construction Management Firm for the Mendocino County SB844 Jail Expansion Project. The facility is located at 951 Low Gap Road, Ukiah, CA.

The purpose of the RFP is to seek licensed and qualified professionals to perform construction management services for the Mendocino County SB 844 Jail Expansion Project from the end of the design development phase through completion of the project. The Construction Management (CM) firm selected for the project will be awarded a "Time and Materials" contract with a not-to-exceed amount based on the rates and estimates included in the cost proposal portion of this RFP.

The proposed SB 844 jail project is a new stand-alone facility with approximately 21,000 square feet including a Special Needs Housing Unit (SNHU), medical and dental treatment rooms, program areas and visiting areas. The new building will be located adjacent to the existing jail facilities and will be connected via an exterior walkway. The housing unit will have an upper housing tier, resulting in a 2-level facility.

## **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.

**PROJECT** – The Mendocino County SB 844 Jail Expansion Project

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**III. PROPOSAL SUBMISSION GUIDELINES**

- A. Vendors must submit eight (8) copies of their proposal: seven (7) complete paper copies with original Vendor signature, and one (1) complete copy on CD or flash drive. 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. 07-19", and delivered by 2:00 p.m. April 4, 2019 to:

Mendocino County  
Executive Office/Facilities and Fleet Division  
Attn: Dan Mazzanti  
851 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 – Provide a description of the firm including firm history and organization; philosophical approach to the profession; and current workload (number and size of projects currently underway) with a description of how the firm would meet the needs of Mendocino County within its existing commitments.
  - Firm Experience – Provide a description of the firm's experience including a list of projects completed. Describe five (5) similar projects which the Vendor has successfully completed. The descriptions should include:
    - client name, contact person, address and telephone number
    - project team – Construction Manager and Subconsultants
    - project scope – Type of facility and scope of the project
    - Budget and Schedule – Compare budgeted with final cost and schedule
  - Key Personnel – Identify the key personnel and their backups for the Construction Manager and Specialists or Subconsultant that will be assigned to this project. Include resumes and project experience of each person with emphasis on experience with similar facilities.

- Project Approach - Describe the approach you would use in providing services for this project. Include the techniques, procedures, documents and tools you would use, and the effort, input and/or information you would need from the County.
  - Proposal cost plan and narrative (as identified in Section XIII)
  - Financial Statement – Provide the firm's most recent financial statement. It shall be complete in accordance with generally accepted accounting principles and shall include both a Balance sheet and Income statement and the name of the firm preparing the financial statement.
  - Attachment C – Exceptions to RFP
  - Attachment D – Letters of Reference
  - Attachment E – Certificate of Non-collusion
  - Insurance coverage/certificate of insurance
  - Acknowledgement of receipt of addenda, if applicable.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**
- E. Prices shall be stated in the format as requested herein. Where indicated, vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.
- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.
- H. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the vendor.
- I. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by vendor shall become the property of the County of Mendocino.

- J. Vendors are advised that all proposals, response inquiries and correspondence relating to this RFP is a public record and by submitting their proposal consent to release upon request. In the event that a Firm desires to claim portions of its Proposal as exempt from disclosure, it is incumbent on the Firm to clearly identify those portions with the word "confidential" printed on the lower right hand corner of the page. The County will consider a Firm's request for exemption from disclosure. However, the County will make its decision based upon applicable laws. An assertion by the Firm that the entire Proposal is exempt from disclosure will not be honored.
- K. Time when stated as a number of days, shall include Sundays through Saturdays, excluding legal holidays.
- L. 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.
- M. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- N. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost efficient manner (please refer to Attachment H).

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

- A. A pre-submittal introductory meeting to familiarize prospective vendors with the project site, current plans to date, and meet the architect and County representatives. The meeting will be held on Wednesday March 13, at 1:30 pm at 951 Low Gap Road, Ukiah, CA 95482. All prospective vendors are strongly encouraged to attend this meeting.
- B. Pre-submittal inquiries and correspondence shall be directed to:
- Procedural inquiries: Doug Anderson  
Assistant Facilities Manager  
Executive Office-Facilities and Fleet Division  
(707) 234-6054  
andersond@mendocinocounty.org

- Technical inquires: Dan Mazzanti  
Facilities and Fleet Division Manager  
Executive Office-Facilities and Fleet Division  
(707) 234-6067  
mazzanti@mendocinocounty.org

- C. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).
- D. 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.**
- E. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**
- F. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- G. 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>
Letter of interest and Request for Proposals mailed to prospective proposers	<b>February 21, 2019</b>
Introductory Meeting and Site Review	<b>March 13, 2019</b>
Inquiry Deadline	<b>March 25, 2019</b>
RFP Submission Deadline	<b>April 4, 2019</b>
Presentations/Interviews	<b>April 12, 2019</b>
RFP Selection and Notification	<b>April 19, 2019</b>
County Board of Supervisors Approval of Recommendation(s)	<b>May 14, 2019</b>
Approximate Contract Start Date	<b>June 3, 2019</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. Demonstrated evidence of Vendor successfully completing projects of a similar nature that include constructability design review and accountability for public bid cost control and contract compliance.
  - b. Qualifications of Professional staff members including appropriate training and certification of staff assigned to the project
  - c. Adequacy of the described approach and work plan to deliver requested services as described in Section XI SCOPE OF WORK.
  - d. Cost of providing services as outlined in Section XIII COST PROPOSAL.
  - e. Financial responsibility
  - f. All other criteria identified in Attachment F, Proposal Evaluation Form.

E. **MINIMUM QUALIFICATIONS**

- 1. Current California State License Board Contractor's "A" or "B" License
- 2. Documented Construction Management education and training for key project personnel or Construction Management Professional Certification by the Construction Management Association of America (CMAA) or other organization that certifies Construction Management professionals.
- 3. At least 5 years of relevant experience managing construction of detention facilities of similar scope and duration, including a working relationship with the BSCC and the office of the State Fire Marshal.
- 4. Qualified and experienced construction cost estimating and construction scheduling professionals on the construction management team.



5. Qualified and experienced building inspection professionals on the construction management team.

## **IX. AWARD AND CONTRACT INFORMATION**

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment G. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Vendor agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the Vendor's qualifications. Should any of the information requested by Mendocino County be considered by the Vendor to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.

**G. Open Procurement**

1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the services 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 as well as any other fees and the rate structure for them. [The County's objective is to clarify all purchase options.]
2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.

**H. Local Vendor Preference:**

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

**X. BACKGROUND INFORMATION**

The Mendocino County Sheriff's Office operates the County's only jail facility which is located at 951 Low Gap Road in Ukiah, CA. It is located at the edge of residential neighborhood, across from a high school and cemetery, and backs up to a golf course.

The jail is located between the Mendocino County Sheriff's Office and the Mendocino County Facilities and Fleet Division.

The first section of the facility was built in 1985 and had a rated capacity of 86. The core of the original facility was masonry, but the four housing wings were linear style pre-fabricated (semi-permanent) metal structures. Over the subsequent years as the need for more beds increased, 34 cells were turned into triple bunks in 1987. In 1991, an additional housing unit was built to replace older housing units and bring the jail to its current Board Rated Capacity (BRC) of 295. The current Average Daily Population (ADP) of the facility is 305.

The ADP above rated capacity of 295 creates excessive stress on the system. First, the pre-fabricated housing wings are over 32 years old, require a great deal of maintenance, are near the end of their useful life, and are not appropriate for many of the inmates in the jail. Moreover, the facility lacks adequate housing for the medically and mentally ill, elderly, female, incompetent to stand trial (IST) and maximum-security inmates. The facility has only 41 maximum-security single cells, but has an immediate need of 65 such beds on a daily basis. Many inmates must sleep on temporary beds in the dayrooms as they are displaced from cells by maximum-security, protective custody and mentally ill inmates, which are scattered throughout the facility in whatever cell is available. The county has been found non-compliant in the past (2002 to present) BSCC bi-annual inspections because of this. The design of the current jail is inadequate and does not provide the correct quantity and type of beds needed in today's correctional environment. It also lacks adequate space for programs such as educational, substance abuse and mental health treatment. There is insufficient space for medical exams and no accommodations for mental health services. While there is currently a dental exam room in the facility, it is remote from housing and inappropriately designed for a maximum security inmates. The facility lacks respiratory isolation cells and safety cells.

The Project is designed to accomplish the following objectives:

**A. Safety**

1. Reduce overcrowding by the addition of 60 new beds for the complex.
2. Construct next generation housing reflecting (a) changing inmate profiles, (b) inmate classification characteristics/needs, and (c) overcrowding.

**B. Efficiency**

1. Develop housing configurations which embody new generation podular design meeting "best practice" detention operational standards; use technology which provides flexibility to meet a wide range of varying inmate classifications.

2. Centralize inmate classifications such as (a) mentally ill, (b) infirmed/geriatric, (c) incompetent to stand trial, into a unit collocated with spaces for therapy, interviews, medical/dental exams, and the clinical staff needed to treat them.

#### C. Programming, Treatment, and Services

1. Expand classrooms and program space to allow for a wide variety of programming and evidence-based counseling which reduces recidivism while addressing individual inmate needs.
2. Expand treatment space and support staff areas which can be used for inmates with medical, dental and mental health treatment needs.
3. Provide appropriate facilities for confidential in-person inmate visitation for attorneys and families to satisfy inmate rights.

#### D. New Building

1. Construct a new stand-alone building including a Special Needs Housing Unit (SNHU) with associate yards and program spaces, control, a medical/dental/mental health clinic and a small visiting area located near the public access to the jail.

The new building will be located adjacent to the existing jail and will include extension and modifications to the existing perimeter fencing and covered walkways.

The Special Needs Housing Unit (SNHU) should provide a secure, efficient, and compliant facility which includes the following program elements:

- a. 60 beds (a mix of maximum security medical, mental health, and IST), expandable to 90 beds.
- b. New program rooms directly accessible to each new housing pod.
- c. A new clinic area supporting medical, dental, and mental health services as well as staff areas.
- d. A respiratory isolation cell with an ante room.
- e. A safety cell.
- f. New contact visitation space for attorney and family visits, including a family visitation room.
- g. New recreation yards directly accessible from the dayrooms of the new housing.

### E. Project Specifics

1. The new facility will be located on a one acre site located in an existing parking area between the existing Mendocino County Jail campus and the County's Facilities and Fleet Division offices, shops and garage. The state funded boundaries maintain a 10-foot separation from the existing building; the project will include the reconfiguration and improvement of existing parking and development of new parking facilities.
2. The project is currently in the design development stage of design by the architectural firm Nacht & Lewis; Preliminary drawings were submitted to the Board of State and Community Corrections (BSCC) for initial approval in November 2018.
3. The project delivery method will be the traditional design-bid-build method.
4. The total Project Budget is \$27,000,000.
5. The estimated construction time is 21 months.
6. The estimated completion date is December 2022.
7. Facility access will require security background checks for all site personnel.

## **XI. SCOPE OF SERVICES**

The successful vendor will represent the interests of The County and the Project objectives in providing sole source responsibility for comprehensive Construction Management services during the final design phases and throughout the construction cycle of the project including close-out and commissioning.

The scope of work for the Construction Management Program for the Project includes:

### **DESIGN PHASE SCOPE**

1. **Schedule:** The CM shall review and adopt the County's project schedule and in consultation with the project architect, develop and maintain a more enhanced and detailed version until the project's completion. Throughout the course of the project, the CM shall notify the County of any issues or conflicts which will affect the schedule and propose options to reduce the impact of delays. The CM shall prepare and distribute schedules that compare actual progress with scheduled progress for the Design phase and make recommendations as needed to the County for corrective actions.

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2. **Project and Construction Budget:** The CM shall prepare a construction cost estimate at the completion of the Design Development drawings and at the completion of the Construction Drawings for review and discussion with the County and Architect. The CM shall prepare and distribute project cost reports through the design phase which indicate actual or estimated costs compared to the construction budget and make recommendations to the County for any needed corrective action. The CM shall maintain and distribute a report of County approved design changes and state the estimated cost and schedule impact of the changes.
- a. Preliminary Estimate and Budget Analysis: The CM shall analyze and report the cost of various design and construction alternatives. The CM shall propose cost options related to efficiency, usable life, maintenance, energy and operation. The CM shall provide value engineering and constructability recommendations to the County and Architect on major construction components, including cost evaluations of alternative materials and systems.
  - b. Cash Flow Analysis: The CM shall analyze the requirements of the SB844 financing and BSCC funding requirements and advise the County of cash requirements to meet project goals.
3. **Management Information System:** The CM shall develop, maintain and operate a Project Management Information System as needed to complete the project, meet funding and regulatory requirements and provide for successful operation and maintenance of the completed facility. The system shall provide:
- a. A means to identify and track issues as they arise, establish and maintain effective communication between the County, Architect and the CM on project issues and assign and track responsibility for resolving them.
  - b. Project Document control and maintenance to record and ensure all parties are working with appropriate versions of the documents and accurate records are kept of meetings, and other decisions throughout the project life cycle.
  - c. Timely filing and submission of information required by regulatory and funding approvals.
4. **Design Document Review:** The CM shall conduct design review of progress design documents and attend planned design review meetings during the Design Development and Construction Document phases. The meetings will be held at the County's offices in Ukiah or at the Architect's offices in Sacramento.
- a. The CM shall coordinate the review process, and expedite the flow of information between CM Staff, the County, the Architect and other stakeholders.
  - b. The CM shall review the design documents and make recommendations to the County and the Architect regarding constructability, scheduling, phasing, clarity and consistency of the project documents, and the

- possible separation of the project into contracts for various categories of work. The CM shall make recommendations to the County and the Architect regarding the phasing of the Work considering the continuous operation of the Jail.
- c. The CM shall provide input on materials and technical specifications for review and consideration by the Architect and the County.
5. **Regulatory Agency approval:** The CM shall identify regulatory requirements and submission deadlines, coordinate the transmittal of documents to the state review agencies, primarily the BSCC and the State Fire Marshal, Mendocino County Planning and Building Department, the City of Ukiah and other agencies or organizations having planning utility service or code compliance jurisdiction. The CM shall shepherd all required approvals regardless of the party responsible for submitting approval documents and advise the County of potential problems with the review or denials of approval and aid with their resolution. The CM shall be available to attend project review meetings with the BSCC at the completion of the Design Development phase and the Construction Drawings phase. The CM shall also be available to attend any necessary meetings of the Board of Supervisors or meetings with the Architect or Mendocino County Sheriff's Office to secure approvals.
6. **Phasing Schedule:** The CM shall analyze the impact of the construction activities on the operations of the existing correctional facility and other county departments affected by the project. Develop a project phasing plan to address these impacts in consultation with the County and the Architect. Prepare phasing documents and/or bid packages as necessary to implement the phasing plan.
7. **Contract Documents:** The CM shall have primary responsibility for the preparation of bid packages, bid alternates and project specifications related to Division 00 bidding requirements and 01 General Requirements of the construction contract documents. Current County standard general conditions do not contemplate projects of this scope and character. The CM shall propose General and Supplemental Conditions of the Construction Contract appropriate to this project for review and consideration by the County.

## PROJECT ADVERTISEMENT PHASE SCOPE

1. **Advertisement:** Under the direction of the County, the CM shall be responsible for preparing and placing advertisements to qualify potential bidders and solicit construction contract bids for the project. The CM shall assess the bidding environment for the project and develop a plan to maximize participation of prime and trade contractors for the project consistent with the California Public Contract Code (PCC). Coordinate the distribution of bid documents to plan rooms and interested parties consistent with that plan. The CM shall conduct a pre-bid bidders conference to explain the project requirements to the bidders, receive all

- bid related questions and coordinate responses with the Architect. When needed, the CM shall prepare a cost estimate, for all addenda for review and approval by the County. After reviewing all responses for constructability, cost impact, scheduling impact and consistency with the Bid Documents, the CM will coordinate the issuance of responses through addenda to each bidder receiving documents.
2. **Bid Award:** The CM shall assist the County in evaluating the Contractor bids for responsiveness and price. The CM shall evaluate the bids, including alternate bid prices and unit prices and shall make a recommendation to the County regarding the award of the construction contract(s). The CM shall compare the actual contract award prices with those costs in the construction budget and make recommendations concerning possible award or rejection of bids. The CM shall prepare the Notice of Award to the Contractor and assist County staff in making award recommendations to the Board of Supervisors. Coordinate the preparation of contract documents with the successful bidder and county contracting staff. The CM will assure that all processes follow the California Public Contract Code in bidding, evaluation and award.
  3. **Contract Administration:** The CM shall assist the County in preparing contract record documents and administering construction contracts including coordination of risk transfer and indemnification. The CM shall consult with the County with regard to the advisability of the use of an Owner Controlled Insurance Program (OCIP) for this specific project, and if implemented assist the OCIP administrator in securing contractor participation and compliance.

## CONSTRUCTION PHASE

1. **Project Management:** The CM shall conduct pre-construction conferences as necessary to review the project reporting procedures and other requirements for the performance of the work. The CM shall periodically conduct on-site coordination meetings with the Contractor(s), Architect and the County. In managing the construction of the project:
  - a. The CM shall track information requests, supplemental instructions, informational and approval submittals; track and coordinate responses, and distribute copies and decisions among the parties.
  - b. The CM shall implement a change management system to track, secure authorization and final approval of all changes to the construction contract.
  - c. The CM shall review and assess the progress of the work concerning the interpretation of the Contract Documents, compliance with building and regulatory codes, proper coordination, and conformance with the approved schedule and industry and trade standards.
  - d. The CM shall receive and organize the operation and maintenance manuals, warranties and guarantees from the Contractor(s) and deliver the originals to the County and a copy to the Architect.



- e. The CM shall determine when the General Contract's work is substantially complete and shall consult with the Architect and County to prepare a list of incomplete or non-conforming work for to be completed prior to acceptance. The CM shall consult with the County and the Architect to determine when the Contractor's Work and the Project is complete and shall prepare a Notice of Completion and assist County staff in making acceptance recommendation to the Board of Supervisors and final payment to the contractor.
  - f. The CM shall ensure that building systems are commissioned as required and scheduled and all commissioning documents and trainings are completed and delivered to the County.
2. **Master Schedule:** The CM shall update and maintain the project schedule after submissions from and discussions with the Contractor. Over the course of the Work, the CM will notify the County of any issues or conflicts which will affect the project and/or construction schedule and propose options to reduce the impact of delays. The CM shall prepare and distribute schedules that compare actual progress with the contractor's scheduled progress and make recommendations as needed to the County for corrective action.
3. **Management Information System:** The CM shall update the Management Information System to include the Contractor in all appropriate communication between the County, Architect and the CM.
4. **Contract Administration:** The CM shall maintain an onsite project team to provide contract administration and construction management as the County's agent. The team will consist of persons having the experience, training and skills needed to establish and maintain a partnership with the County, the architect and the contractors. The CM will provide the County with a list of the project personnel with their duties and responsibilities for the County's approval. If the CM finds it needs to replace any key members of their on-site team, they will notify the County prior to the change or immediately after in the case of an emergency. The CM shall implement coordination and communication procedures among the County, State, Architect and Contractor as a continuation of the procedures established during the Design Phase. The CM shall review and recommend approval of the Contractor's payment applications. The CM shall prepare and submit all reimbursement requests to the BSCC and follow up with any processing issues. The CM shall maintain records documenting the County's and Contractors' compliance with state and federal safety, labor and public contracting requirements.
5. **Inspection and Testing:** The CM shall provide an Inspector of Record and establish and maintain a program to monitor the quality of the Work. The CM shall coordinate with the local building official and any other jurisdictions having authority over the project to ensure that all required inspection and testing

procedures are completed in a timely manner. The CM shall provide all necessary materials testing and technical inspections.

6. **Safety:** The CM shall take the lead in promoting a culture of safety at the construction site and ensure that each contractor working on site has an active work safety program appropriate for their involvement in the project.
7. **Change Orders:** The CM shall implement and maintain a change order control system. The CM shall review and evaluate the contents of all requested changes to the contract time or price and shall make recommendations to the County regarding all proposed change orders. The CM shall observe and verify extra work performed on a time and material basis by the Contractor and the CM shall request cost records for payroll, materials and equipment. When authorized by the County, the CM shall prepare change order documents and supporting materials to be presented to the Board of Supervisor who shall have the authority to execute change orders for changes to the Contract with the Contractor. The CM shall also provide the Architect with copies of all approved change orders.
8. **Risk Identification and Construction Claims Assessment:** Throughout the course of the project it shall be the responsibility of the CM to identify and assess the likelihood of conditions or issues that may prevent the successful achievement of the project goals or present potential liability for the County and to advise the County of opportunities to mitigate these risks. The CM shall continuously assess the possibility for conflicts and disputes to affect the performance of the work and provide the County with an analysis of potential construction claims. As needed the CM shall develop and implement a claims mitigation plan with the County, Architect and Contractor. The CM shall have and demonstrate adequate resources to provide claims analysis and investigation services as well as experience to represent the County in dispute resolution mechanism including mediation, arbitration and court proceedings.
9. **Time and Cost Control:** The CM shall insure the Contract Documents contain payment and time correction methods. The CM shall review the Contractor's construction schedule and its completion dates for compliance with the requirements of the CM's Master Project Schedule. On a monthly basis, the CM shall evaluate the percentage of complete work and shall provide a Construction Schedule report for distribution to the County, Architect and Contractor. The CM shall negotiate with the contractor(s) to establish and approved schedule of values and the schedule shall serve as the basis for the allocation of the Contract price to the Contractor's scheduled activities. The CM shall review the progress payment applications from the contractor(s) and shall make adjustments to coincide with the percent of completed Work and forward applications to the County with recommendations for payment. The CM shall prepare and distribute cost reports of actual project costs compared with the Construction budget.

10. **Labor Compliance:** The CM shall implement a labor compliance program that will ensure that all contractors and subcontractors are compliant with all applicable labor law. The labor compliance program shall include the collection of certified payroll reports and retention for at least 90 days after the finalization of the project. The program shall also include random checks with onsite workers to ensure they are receiving the proper pay rate. The County supports workforce development and encourages training in the construction industry. The CM shall ensure that apprenticeship requirements of the California Labor Code are being met for this project by the contractors, or obtain and retain records documenting waivers as required. As the custodian of these records during the project, the CM shall be responsive to Public Information Requests for any such records received by the County and forwarded to the CM.

## **POST-CONSTRUCTION PHASE**

1. **Record Documents:** The CM Shall coordinate and review the submittal of all As-Built information from the Contractor to the Architect and County verify their accuracy to the extent possible and deliver completed As-Built record drawings to the County. The CM shall compile and organize all manufacturer's operations and maintenance manuals, warranties, guarantees and certificates and shall index and bind the documents for submittal to the County.
2. The CM shall oversee the initial operation, testing, adjusting, balancing, commissioning and training for all building systems as part of the Work and deliver the required documentation to the County.
3. **Occupancy Plan:** The CM shall prepare and monitor a schedule for the County to begin operations and occupancy of the facility.

## **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. Cover sheet with Company Name and address, name of primary contact for the RFP including contact numbers and email address.
- B. An executive summary and written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing the minimum qualifications and experience specific to the Project.
- C. A description of Vendor's experience in providing the requested services. Provide completed project summary for at least five relevant projects including:
  - Project Title
  - Type of Facility
  - Location of Project

- Brief Description
  - Budgeted Cost
  - Completion Cost
  - Client Name and Contact
- D. 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). Include staff resumes that cover all experience and educational background for all persons who may perform services under this contract. All personal information provided will be maintained in confidence as allowed by law.
- E. A description of the approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all organizational processes and elements, including but not limited to, technical resources, operational systems, and staff competencies dedicated to the project.
- F. Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Contractor or its employees 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.
- G. Any exceptions to the terms and conditions as specified in Attachment G to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- H. 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.
- 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.

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

The Vendor shall submit an estimate of probable costs for the Project's construction management program as outlined in the scope of work above. The estimate shall provide the estimated number of hours and rates for all per hour and reimbursable costs, for each billing classification and segment of the program in the Cost Proposal. The Cost Proposal shall include a current rate schedule, adjustments to the rate schedule anticipated through the project duration and any cost-plus fees that are included in the estimate of probable costs and applicable to costs submitted for payment. The Cost Proposal should also include any payment terms or conditions requested by the vendor.

The proposal will not be withdrawn or altered for a period of 90 days from the date of opening.

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 receipt of executable documents from the County.

B. Execution of Contract

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

C. No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County except those sub-consultants identified in the Vendor's proposal or 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 will be for a period from approximately June 3, 2019 through the completion of the project which is estimated to be December 31, 2022. Modifications to the contract including contract time will be subject to approval of the Board of Supervisors.

**F. Insurance**

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

**XVI. REJECTION OF PROPOSALS**

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

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

**XVII. GENERAL CONDITIONS**

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

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

Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The County has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the County finds that the Vendor's performance is not satisfactory (as specified in Attachment G – Sample Mendocino County Contract, paragraph 19).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the County. Final payment to the Vendor will only be made when the County finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

**XVIII. LIST OF ATTACHMENTS**

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

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

County of Mendocino  
 Executive Office/Facilities and Fleet Division



RFP No. 07-19  
 Jail Expansion Project

<b>RFP No.</b> <b>RFP Issue Date:</b> <b>RFP Submission Deadline:</b>	<b>07-19</b> <b>February 21, 2019</b> <b>April 4, 2019</b>
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Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. 07-19", and delivered by 2:00 p.m. April 4, 2019 to: Mendocino County, Executive Office, Attn: Dan Mazzanti, 851 Low Gap Road, Ukiah, CA 95482.

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

- Procedural inquires:                      Doug Anderson  
    Assistant Facilities Manager  
    Executive Office – Facilities and Fleet Division  
    (707) 234-6054  
    [andersond@mendocinocounty.org](mailto:andersond@mendocinocounty.org)
  
- Technical inquires:                         Dan Mazzanti  
    Facilities and Fleet Division Manager  
    Executive Office – Facilities and Fleet Division  
    (707) 234-6067  
    [mazzanti@mendocinocounty.org](mailto:mazzanti@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 than above)**

Contact Person: _____	
Title: _____	
Phone: _____	Fax: _____



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

**Certifications:**

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

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

Authorized Representative: \_\_\_\_\_  
(Printed name)  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT B PROPOSAL CHECK LIST/TABLE OF CONTENTS

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

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

<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	
Firm Description – Company Background and Experience	
Key Personnel – Proposed Staffing and Qualifications Demonstrating Minimum Qualifications	
Project Approach – Scope of Services (in relation to providing services described in Section XI, Scope of Work)	
Proposal Cost Plan and Narrative	
Financial Statement	
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)	
Addenda Acknowledgement	

## 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.)

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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)

---

(Date)

**ATTACHMENT F**  
**COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM**  
**RFP No.**  
**07-19**

Vendor Name: \_\_\_\_\_

Evaluated By: \_\_\_\_\_

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Minimum Requirements	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.	Relevant Experience	25 points		
E.	Implementation Plan and Schedule	20 points		
F.	Cost Proposal	15 points		
G.	References	15 points		
H.	Professional Qualification of Staff	15 points		
I.	Overall Proposal	10 points		

Evaluation Total (Maximum 500)		
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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 AGREEMENT****COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the “COUNTY”, and \_\_\_\_\_, hereinafter referred to as the “CONTRACTOR”.

**WITNESSETH**

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

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

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”), and shall continue through \_\_\_\_\_, 20 .

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

## IN WITNESS WHEREOF

## DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☐ Yes ☐ No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant: ☐ Yes ☐ No

Grant No.: \_\_\_\_\_

## CONTRACTOR/COMPANY NAME

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

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

## NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## COUNTY OF MENDOCINO

By: \_\_\_\_\_  
CARRE BROWN, Chair  
BOARD OF SUPERVISORS

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

## ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
DeputyI hereby certify that according to the provisions of  
Government Code section 25103, delivery of this  
document has been made.

CARMEL J. ANGELO, Clerk of said Board

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

## COUNTY COUNSEL REVIEW:

## APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County CounselBy: \_\_\_\_\_  
Deputy

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

## INSURANCE REVIEW:

By: \_\_\_\_\_  
Risk Management

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

## EXECUTIVE OFFICE/FISCAL REVIEW:

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

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

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors****Exception to Bid Process Required/Completed** ☐ \_\_\_\_\_**Mendocino County Business License: Valid** ☐**Exempt Pursuant to MCC Section:** \_\_\_\_\_



**GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

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

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

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

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

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.
- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
- 8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and

Materials”). This explicitly includes the electronic copies of all above stated documentation.

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

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

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO

Ukiah, CA 95482

Attn:

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

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

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

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
  - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

- e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

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

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

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

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California,

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

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such

products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.



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28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or

sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

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

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

33. ELECTRONIC COPIES:

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

34. COOPERATION WITH COUNTY

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

35. PERFORMANCE STANDARD

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

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A**

**DEFINITION OF SERVICES**

CONTRACTOR shall provide the following services:

[END OF DEFINITION OF SERVICES]

**EXHIBIT B**

**PAYMENT TERMS**

[END OF PAYMENT TERMS]

**EXHIBIT C****INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

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

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

[END OF INSURANCE REQUIREMENTS]

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**EXHIBIT D****MENDOCINO COUNTY EPAYABLES INFORMATION**

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

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

For information regarding the payment process, please contact Margaret Yates [yatesm@mendocinocounty.org](mailto:yatesm@mendocinocounty.org) or 707-234-6869.

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

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general\\_-vanity\\_-sq01vn000r\\_epayablesvendors\\_-na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sq01vn000r_epayablesvendors_-na)