

REQUEST FOR QUOTATIONS

(GOODS OR GOODS AND SERVICES - THIS IS NOT AN ORDER)

RETURN QUOTATIONS TO: COUNTY OF MENDOCINO
841 Low Gap Road
Ukiah CA 95482
(707) 234-6050; (707) 463-4673 (fax)

QUOTE NUMBER: 15-17

Job/Project Description:

N/A

ISSUE DATE: 2/28/17

THIS BID/QUOTE MUST BE DELIVERED TO THE COUNTY PURCHASING
AGENT BEFORE 2:00 P.M OF THE DATE BELOW:

DUE DATE: 3/21/17

QUOTATIONS MUST BE RECEIVED BY CENTRAL SERVICES NO LATER THAN THE DATE AND TIME LISTED ABOVE

TO:



BIDDERS INSTRUCTIONS

- Please quote hereon your lowest price for the articles or services specified below. No charge for packing, drayage or for any other purpose will be allowed over and above the prices quoted.
- The right is reserved to accept or reject quotations on each item separately or as a whole.
- Fill in complete information before returning.
- If substitutes are offered give full explanation.
- Do not quote on articles you cannot supply.
- Please Read General Provisions and General Conditions for Purchase Orders (Attachment B).
- All products delivered must conform to current specifications of Title 8, California Safety code – OSHA.
- Vendor agrees to be enrolled in the County of Mendocino ePayables program as the preferred payment method: ☐ Yes* ☐ No
If yes, please see attached "Mendocino County ePayables Information"

FOR DELIVERY TO: Ukiah/Willits/Fort Bragg

FOB DESTINATION

ITEM NO.	AMT.	UNIT	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
			RECYCLED/VIRGIN PAPER AND CONTINUOUS STOCK PAPER			
			THE COUNTY OF MENDOCINO IS SOLICITING AN INVITATION FOR QUOTES TO ESTABLISH A BLANKET PURCHASE ORDER (BPO). THE DECISION OF THE COUNTY SHALL BE THE FINAL IN DETERMINING BID AWARD.			
			PLEASE REFER TO QUOTE/BID SPECIFICATIONS			

THIS FORM MUST BE COMPLETED, SIGNED AND DATED FOR YOUR QUOTE TO BE VALID.

THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ABOVE ARTICLES AND/OR SERVICES, AT THE PRICES AND TERMS STATED SUBJECT OF THE TERMS AND CONDITIONS OF THIS INVITATION FOR BID/QUOTE INCLUDING, WITHOUT LIMITATION, THE TERMS ON THE REVERSE SIDE HEREOF AND ATTACHED.

Signature: _____
Printed name: _____

Date _____

Phone: () -
SUBJECT TO CASH DISCOUNT
OF _____ % in _____ DAYS

GENERAL PROVISIONS

1. BRANDS

Unless otherwise stated, the use of the name or a manufacturer, or of any special brand or make in describing any item contained in these specifications and proposals does not restrict quoter to that manufacturer's specific article. This means is used simply to indicate the character or quality of the article desired. The equipment on which proposals are submitted must be acceptable as equal in character, quality, and utility to brand and/or make indicated herein. The make or grade of the article on which a quotation is submitted should be stated in the quotation in every instance. Unless otherwise stated, it will be understood to be the specific article named in the proposal.

2. QUOTATIONS:

If quotation is on an "All or Nothing" basis, bidder must so state.

Cash discount must be shown on quotation; otherwise prices will be considered net.

Time of delivery is a part of the quotation and must be adhered to. If it is impossible to meet delivery specified in Request for Quotations, quoter shall state best delivery possible in the column provided opposite an individual item or in the space provided for all items. Time, if stated as a number of days, shall mean calendar days.

3. TAXES:

Quoters must not include Federal Excise Taxes in quotation. Exemption certificate will be furnished to the successful quoter.

4. SAMPLES:

Samples of items, when required, must be furnished free of expense to the County of Mendocino and if not destroyed by tests will, upon request, be returned at the quoter's expense. Samples of selected items may be retained for comparison.

5. SUBMISSION OF BIDS:

Quotations and modifications or corrections thereof received after the closing time specified will not be considered.

Quotations will not be accepted via telephone or facsimile unless specifically approved by the Purchasing Office in advance.

6. AWARDS:

The County of Mendocino reserves the right to accept quotations on individual items listed, on groups of items, or on the proposal as a whole, to reject any and all quotations, to waive any informality in the quotations, and to accept the responsive quotation that appears to be for the best interest of the County of Mendocino.

In determining the successful quoter, the quoted prices will be given prime consideration. However, quality, delivery, warranty, suitability, compatibility with existing equipment and manufacturer's and/or vendor's reputation will be considered along with any other relevant facts.

7. PAYMENT:

Payments shall be made upon submission of itemized invoices in duplicate, at the prices stipulated on the purchase order, for supplies or equipment delivered and accepted or services rendered and accepted, less deductions, if any, as provided on the purchase order.

8. DISTRICT PARTICIPATION BY PUBLIC ENTITIES WITHIN MENDOCINO COUNTY:

Any or all Mendocino County tax-supported agencies such as schools and cities within the jurisdiction of Mendocino County who wish to participate shall be included in this quote. However, a separate contract or purchase order originating with such an agency and based on the net prices herein shall be arranged by the vendor.

9. PRICES AND TERMS:

Unless stipulated otherwise, prices and terms quoted herein shall be made available to other public agencies.

10. SUSTAINABLE PRACTICES AND PROCUREMENT OF RECYCLED PRODUCTS

The Board of Supervisors has committed the County of Mendocino to the purchase and use of recycled products which will contribute to the conservation and protection of the resources referenced within this bid/quote. Further, it is the policy of Mendocino County to:

- Institute practices that reduce waste by increasing efficiency and effectiveness; and
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, and use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free.

11. LOCAL VENDOR PREFERENCE:

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

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

"Local" vendor will be approved as such when, 1) it conducts business in an office with a physical location within the County of Mendocino; 2) it holds a valid business license issued by the County, and will be asked 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 will be asked the business address and how many years the business has been at that location.

QUOTE/BID SPECIFICATIONS

(NOTE THAT ALL AREAS MARKED WITH '**' REQUIRE A RESPONSE FROM VENDORS)

THE COUNTY OF MENDOCINO IS SOLICITING AN INVITATION FOR BID TO ESTABLISH A BLANKET PURCHASE ORDER(s) (BPO) FOR RECYCLED AND VIRGIN COPY PAPER AND CONTINUOUS STOCK PAPER. THE DECISION OF THE COUNTY SHALL BE THE FINAL IN DETERMINING BID AWARD.

CONTRACT PERIOD:

BPO(s) WILL BE ISSUED TO THE SUCCESSFUL VENDOR(s) APPROXIMATELY THIRTY (30) DAYS FROM DATE OF BID OPENING. PRICING SHALL REMAIN FIRM FOR ONE (1) YEAR FROM THE DATE OF AWARD. MENDOCINO COUNTY RESERVES THE RIGHT TO EXTEND THE BPO FOR THREE (3) ONE-YEAR PERIODS PROVIDED EXTENSIONS ARE AGREEABLE TO BOTH PARTIES (PURCHASING AND VENDOR). THE COUNTY MAY CANCEL THE AGREEMENT AT ANY TIME IF PROBLEMS OCCUR WITH QUALITY, DISRUPTION IN SERVICE, DELIVERY TIME, ETC.

*PRICING INFORMATION:

IF UNABLE TO HOLD PRICES FIRM FOR ONE (1) YEAR, PLEASE INDICATE IN BID/QUOTE HOW LONG PRICING IS FIRM AND WHEN THE COUNTY WILL EXPECT PRICE INCREASES AND BY WHAT PERCENT. THE COUNTY OF MENDOCINO WILL EXPECT A LETTER IN WRITING FROM THE VENDOR WHENEVER THERE IS A PRICE INCREASE WITH AT LEAST THIRTY (30) DAYS NOTICE PRIOR TO INCREASE.

VENDOR'S RESPONSE TO ABOVE PRICING INQUIRY: _____

THE TOTAL ESTIMATED ANNUAL EXPENDITURE IS \$78,000

RECYCLED PRODUCTS:

THE BOARD OF SUPERVISORS HAS COMMITTED THE COUNTY OF MENDOCINO TO THE PURCHASE AND USE OF RECYCLED PRODUCTS WHICH WILL CONTRIBUTE TO THE CONSERVATION AND PROTECTION OF THE RESOURCES TO THE ATTACHED GENERAL PROVISIONS UNDER SECTION 10, SUSTAINABLE PRACTICES AND PROCUREMENT OF RECYCLED PRODUCTS.

INVOICING:

SUCCESSFUL VENDOR MUST AGREE TO SET UP SEPARATE ACCOUNTS TO BILL THE VARIOUS AUTHORIZED COUNTY DEPARTMENTS/DIVISIONS. INVOICES MUST BE SUBMITTED TO THE ORDERING DEPARTMENT/DIVISIONS AND SHALL REFERENCE THE BPO NUMBER.

ALL INVOICES SUBMITTED TO THE COUNTY FOR PAYMENT SHALL INDICATE CURRENT CONTRACT PRICE CHARGED TO THE COUNTY.

COMMODITY:

RECYCLED AND/OR VIRGIN XEROGRAPHIC COPY PAPER, PER THE ATTACHED PRODUCTS LIST

PAPER SPECIFICATIONS:

- | | |
|----------------------|-----------------------------------|
| 1) BASIS WEIGHT: | 20 LB |
| 2) BRIGHTNESS: | 92 (OR BETTER) |
| 3) OPACITY: | 87 |
| 4) CALIPER: | 4.1 (NOT TO EXCEED) |
| 5) SIZE TOLERANCE: | 1/32 EACH DIRECTION |
| 6) RECYCLED CONTENT: | MINIMUM 30% POST CONSUMER CONTENT |

PAPER MUST BE COMPATIBLE WITH ALL COLORS OF INK.

QUOTE/BID SPECIFICATIONS - CONTINUED

PALLET DELIVERY:

VENDOR MUST PROVIDE THE FOLLOWING FOR DELIVERY:

- 1) TRUCK WITH LIFT GATE TO ACCOMMODATE A PALLET
- 2) MOTORIZED FORKLIFT TO OFF-LOAD PAPER AND ANY MATTER DEEMED FOR INSIDE DELIVERY

*DELIVERY:

INDICATE THE MAXIMUM TIME FOR DELIVERY TO END-USER, AFTER RECEIPT OF ORDER: _____

DELIVERY MUST BE MADE WITHIN THREE (3) BUSINESS DAYS.

ORDERS FOR COPY PAPER WILL RANGE FROM ONE REAM TO FULL PALLET ORDERS. ALL COUNTY DEPARTMENTS WILL BE PLACING ORDERS; SOME DIVISIONS DO NOT HAVE STORAGE SPACE.

DELIVERY TO THE COURTHOUSE WILL REQUIRE SECOND FLOOR DELIVERY; AVERAGE ORDER IS APPROXIMATELY THREE (3) CASES.

REPORT REQUIREMENTS:

ON A SEMI-ANNUAL SCHEDULE, THE SUCCESSFUL VENDOR SHALL PROVIDE COUNTY PURCHASING DIVISION STAFF WITH AN ACTIVITY REPORT THAT INCLUDES:

- 1) DEPARTMENT NAME (ORDERING DEPARTMENT)
- 2) QUANTITY, UNIT, ITEM DESCRIPTION, BRAND, ETC.
- 3) TOTAL EXPENDITURES BY DEPARTMENT
- 4) TIME PERIOD COVERED

PRICES QUOTED:

FOB, DESTINATION, MENDOCINO COUNTY

ATTACHMENTS:

- 1) ATTACHMENT A – PRODUCTS
- 2) ATTACHMENT B – GENERAL CONDITIONS FOR PURCHASE ORDERS
- 3) ATTACHMENT C – STANDARD TERMS AND CONDITIONS

RESERVATION:

THE COUNTY OF MENDOCINO RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, COUNTY'S DESIRE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENTS WITH ANY OTHER PUBLIC AGENCY.

*REFERENCES:

LIST AT LEAST THREE (3) REFERENCES THAT RECEIVE SIMILAR TYPES OF COMMODITIES:

ATTACHMENT A
XEROGRAPHIC COPY PAPER PRODUCTS LIST

VENDOR NAME: _____

RECYCLED XEROGRAPHIC COPIER/LASER PRINTER PAPER FOR ALL COUNTY DEPARTMENTS				
Estimated Annual Usage	Size	3-10 Cases	11-39 Cases	40 Cases
1400 Cases	8.5"x11" (10 rm/cs)	\$ _____	\$ _____	\$ _____

BRAND OF PAPER: _____

RECYCLED CONTENT OF PAPER: 30% POST CONSUMER CONTENT

IF YOUR RECYCLED CONTENT OF PAPER IS DIFFERENT THAN NOTED ABOVE, PLEASE INDICATE IN WRITING, AS PART OF YOUR BID PACKAGE.

VIRGIN XEROGRAPHIC COPIER/LASER PRINTER PAPER FOR ALL COUNTY DEPARTMENTS				
Estimated Annual Usage	Size	3-10 Cases	11-39 Cases	40 Cases
700 Cases	8.5"x11"	\$ _____	\$ _____	\$ _____
100 Reams	8.5"x14"	\$ _____	\$ _____	\$ _____
100 Reams	11"x17" (10 rm/cs)	\$ _____	\$ _____	\$ _____

BRAND OF PAPER: _____

PRICE QUOTED: FOB DESTINATION, MENDOCINO COUNTY, CA. DELIVERY IS REQUIRED TO ALL COUNTY FACILITIES WITHIN MENDOCINO COUNTY GEOGRAPHIC BOUNDARIES. PRICES SHALL INCLUDE DELIVERY REGARDLESS OF QUANTITY ORDERED.

WHEN REQUESTED, BIDDER MUST PROVIDE AS MANY CASES NECESSARY TO EVALUATE RECYCLED PAPER QUOTED AND A LETTER FROM THE MANUFACTURER INDICATING THE PERCENTAGE CONTENT OF RECYCLED PAPER.

ATTACHMENT B
MENDOCINO COUNTY
GENERAL CONDITIONS FOR PURCHASE ORDERS

The following provisions are hereby made a part of the Purchase Order contract and Vendor, by the acceptance of this order, the signer agrees thereto:

1. All products delivered must conform to the current specifications of Title 8, California Safety Code (CAL-OSHA).
2. No alteration in any of the terms, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of the County of Mendocino.
3. No charges will be allowed for packing, wrapping bags, containers, reels, etc., unless otherwise specified.
4. Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.
5. Materials purchased are subject to the approval of the County of Mendocino and, if rejected, are held subject to Vendor's risk and expenses incurred for their return.
6. PURCHASE ORDER NUMBER MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
7. ITEMIZED PACKING LIST shall be enclosed in each box or package.
8. All specifications and plans referred to in this order shall form a part of the contract.
9. Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
10. Purchase Orders will be paid only after all items on the order have been shipped and received and all invoices have been received by the Purchasing Agent.
11. Cash discount period on all invoices shall commence on the date correctly completed invoice(s) or shipment is received by the County of Mendocino, whichever is later. If an adjustment or damage occurs on a shipment subject to cash discount, discount will be taken effective on the date final approval for payment is authorized. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
12. The County of Mendocino must pay California state and local sales tax, unless Purchase Order specifically indicates exemption.
13. The County of Mendocino is exempt from Federal Excise and Transportation taxes. Exemption certificate will be furnished upon request.
14. Liens: Vendor, by accepting this Purchase Order, warrants and represents that the goods, wares, or merchandise ordered herein are free and clear from all claims and liens of any nature.
15. Vendor shall hold the County of Mendocino, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all action brought against the County of Mendocino or Vendor because of the unauthorized use of such articles.
16. By Board Resolution, any claim over six months old must be presented to the Board of Supervisors for payment approval.
17. Upon Vendor request, the County of Mendocino will pay up to 50% down prior to receiving the items and the remaining 50% will be paid after the items are delivered to the destination. In no instance shall the County of Mendocino pay more than 50% prior to receiving the items.

ATTACHMENT C
COUNTY OF MENDOCINO
STANDARD TERMS AND CONDITIONS
BLANKET PURCHASE ORDERS

1. PAYMENT TERMS

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

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

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

2. REQUIREMENTS CONCERNING GOODS

2.1 Shipment.

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

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

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

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

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

3. PERFORMANCE OF SERVICES

3.1 Standard of Care. Vendor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Vendor's trade or profession. Vendor hereby warrants that all its work will be performed in accordance with generally accepted and applicable professional

practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Vendor's work by County shall not operate as a waiver or release.

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

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

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

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

3.6 Representations and Covenants of Vendor.

3.6.1 Status of Vendor. The parties intend that Vendor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Vendor is not to be considered an agent or employee of County, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this contract, Vendor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

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

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

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

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

7. WARRANTY

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

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

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

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

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

9.2 County's Right to Terminate this Contract. Every tender of goods must fully comply with all provisions of this contract and nothing in this contract shall be construed as restricting or limiting County's right to demand exact

performance with respect to each and every installment delivery. County shall have the right to treat any nonconforming installment shipment as a breach of the entire contract and terminate the contract for any such breach. If County pursues this remedy, Vendor shall not have the right to substitute a confirming tender, whether or not the nonconforming delivery may be seasonably cured.

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

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

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

11. CONFORMITY WITH LAW AND SAFETY

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

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

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

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

12. USE OF COUNTY PROPERTY Vendor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

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

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

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

16. GENERAL PROVISIONS

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

16.2 No Waiver of Breach. The failure of County to object to the manner of performance of any of the terms of this contract shall not be considered a waiver of any rights or remedies, past, present, or future. The failure of County to object to a nonconforming performance shall not be construed as an acceptance of or acquiescence in the performance. County reserves the right to insist upon strict compliance with this contract at all times.

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

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

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