

COUNTY OF MENDOCINO
EXECUTIVE OFFICE/
FACILITIES & FLEET DIVISION

851 LOW GAP ROAD • UKIAH, CA 95482 • (707) 234-6068
facilities@mendocinocounty.org

REQUEST FOR QUALIFICATIONS (RFQ)
INDUSTRIAL HYGIENIST

RFQ No.	42-20
RFQ Issue Date:	November 20, 2020
RFQ Submission Deadline:	December 21, 2020
Issued by:	Executive Office/ Facilities & Fleet Division & Risk Management



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INTRODUCTION

The County of Mendocino is seeking the services of a qualified Environmental and/ or Industrial Hygiene consultant to inspect, test, advise, document and monitor county exposure for asbestos and lead impacted construction projects, microbial growth associated with water leak and moisture incidents as well as other industrial hygiene support services. In the interest of streamlining the bidding process, and reducing the burden on Consultants bidding on multiple projects, the County of Mendocino is soliciting Response Submittals and Work Product Samples as described within this Request for Qualifications (RFQ), which will be used to assess Consultant skills, knowledge, and abilities to provide services over the next three years.

All qualified Consultants will be included in the County's Prequalified List for future solicitations for specific projects for a period of three (3) years from the date of qualification; no further qualification documentation will be required during the three year period. Consultants will be required to prepare and submit project-specific work plans and cost proposals for individual projects.

Prequalified consultants will be required to submit copies of Certificates of Insurance (General Liability and Automobile naming the County of Mendocino as an "Also Insured") within 14 days of their notification of qualification. Consultants must maintain these policies or equivalent replacements in force through the end of the three year period unless they remove themselves from the "Prequalified list".

Based on criteria included herein, One or more Consultant will be selected as the "ON CALL" Consultant for routine material sampling and emergency response services. This contract will be for a term of two (2) years with a renewal option for one (1) additional year.

PRE-SUBMITTAL INQUIRIES

A. Pre-submittal procedural or technical inquiries may be directed to:

Doug Anderson
Executive Office-Facilities & Fleet Division
Mendocino County
707-234-6054
Email: andersond@mendocinocounty.org

- B. All questions regarding this RFQ shall be submitted in writing (email or fax is acceptable).
- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested consultant(s) after the inquiry deadline. If any addenda area issued by the County, they shall be sent via facsimile and/ or first class U.S. mail to the last known business address of each consultant known to have received a copy of this RFQ.
- D. The deadline for submitting written inquiries regarding this RFQ is December 10, 2020.
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by consultants during the RFQ process. Failure to comply with this requirement may disqualify those Statements of Interest and Qualification from further consideration. Contact is limited to the Mendocino County RFQ Representative listed above for any and all technical and procedural inquiries.

BACKGROUND

Mendocino County has a continuous need for professional industrial hygienist services for a variety of County projects and incidents at County facilities. These projects comprise a wide range of scopes from emergency responses for water intrusion to material sampling prior to the start of demolition projects and investigations of exposure to hazardous substance. These projects are spread over Mendocino County's entire geographic area. The County intends to procure these services on a continuing as-needed and as-requested basis. Depending on the scope of services, the work shall be procured as follows:

- Emergency response and testing as well as routine, limited scope preconstruction material testing and abatement monitoring will be included in the "ON CALL" contract.
- Preconstruction evaluation and testing for larger projects, extended or ongoing monitoring and testing for abatement and remediation projects, or other environmental or industrial hygiene consulting services, will be awarded through an RFP process that will be distributed to the consultants qualified under this RFQ.

These projects comprise a wide range of scopes including but not limited to:

SCOPE OF SERVICES

The prequalified Industrial Hygienist Firm(s) will be asked to provide professional services in a timely fashion upon request. Generally, these services include:

- Asbestos and/ or lead surveys for various County construction projects including survey reports, test results and recommendations
- Design and observation of abatement work plans for the removal of hazardous materials, or other demolition projects involving removal of lead or asbestos including observation reports, air sampling, test results and clearance findings
- Material and air sampling to evaluate harmful levels of microbial growth at County facilities upon request including reports, test results and mitigation recommendations

- Design and observation of microbial remediation work plans including observation reports, test and sample analysis, clearance findings and recommendations
- Other environmental needs such as indoor air quality investigations, hazardous materials surveys and consulting.

MINIMUM QUALIFICATIONS

In order to qualify for approval as a “Prequalified Consultant”, the Industrial Hygienist firm must comply with the submission requirements of this RFQ and meet the following minimum requirements:

- Five (5) or more years of hazardous materials, inspection, testing and evaluation experience.
- Have sufficient licensed and/or certified staff and resources including redundancy of qualified personnel to meet state and federal guidelines for hazardous material abatement and reporting.
- Be able and agree to execute and meet the terms and conditions of the attached standard County of Mendocino Agreement for Consulting Services (see Attachment A).
- Be able to demonstrate financial stability.
- Demonstrate the ability to respond to requests for material testing or monitoring services within four (4) hours in an emergency and 48 hours for non-emergency requests.
- The Prequalified Consultant Firms must comply with all applicable state and federal regulations regarding equal opportunity employment.

LETTER OF QUALIFICATIONS REQUIREMENTS

Letters of Qualifications shall be complete and address each of the following sections. The letter must be typed or computer printed on 8.5" x 11" paper with each answer or description in the order given below. Focus your response to this RFQ. Responses should include the capability to meet or exceed each minimum qualification. Submit one (1) original and three (3) hard copies of the complete Letter of Qualifications and one digital copy on a thumb drive or DVD.

- Introductory Cover Letter** – Include the full legal name of the firm, and any subsidiaries or business names the company uses, Point of contact and complete contact information for the RFQ and subsequent correspondence, whether the firm is interested in consideration for the ON CALL contract and a brief summary of qualifications; one page.
- Firm Description** – Provide an organization chart of the proposed team, which identifies key staff and any sub consultants and laboratory resources. Provide a complete description for each firm on the Organization Chart including: History and organization; specific services provided; philosophical approach to their profession; and capacity, specifically addressing how the firm would meet the needs of Mendocino County within its existing commitments. If the firm has more than one office, provide a general description of the overall firm with detailed information about the specific office assigned to this project.

- C. **Key Personnel** – The chart should also show the organizational structure of each firm within the team, the scope of services provided by each team member and the names of all key personnel. Identify the key personnel that may be assigned to County projects, including the supervising principal, project manager, and other consultants/inspectors. Include:
- Name
 - Usual and customary billing classification
 - Years associated with the firm
 - License and/or credential numbers if applicable for certifications accreditations and memberships from the EPA/AHERA, other trade organizations and any special qualifications
 - Indicate whether individual is consultant or direct employee,
 - Indicate whether individual resides more than sixty miles outside of the County
 - Include responsibilities, years of experience in total and with current firm, and specific similar projects
 - Please do not attach resumes.
- D. **References** - Describe five (5) projects with services similar to those being requested in this RFQ, at least two (2) in California, in the last 10 years for which the Firm has successfully provided their services. The descriptions should include:
- Client name, contact person, address and telephone number
 - Project team including Firm and subconsultants, and licensing information
 - Project scope including work statement describing all potential services to be provided and dollar value. Include a sample of work product for review.
 - Describe your role and responsibilities for each project if performed by an individual on your team while under employment to another firm, identify the name of the firm and the individual's dates of employment and job title with that firm.
 - List all completed, ongoing or pending litigation or arbitration in which the Firm and the Subconsultants have been involved over the past 10 years including projects other than those listed above. Briefly explain the surrounding events and the outcome. Identify the other parties. Do not use Mendocino County projects as any of your references.
- E. **Project Approach** - Describe the approach you would use in providing services for a project/ report of this nature. Include the techniques, procedures, documents and tools you would use, and the effort, input and/or information you would need from the County.
- F. **Agreement** - The successful applicant will be required to adhere to the provisions, terms and conditions of the attached standard County of Mendocino Agreement for Consulting Services. Objections to any provisions must be identified in the letter of qualification.
- G. **Financial Statement** – Provide the firm's most recent financial statement. It shall be complete in accordance with accepted accounting principles and shall include the following information: Balance Sheet showing Current Assets (cash, accounts receivable, notes receivable, accrued income and deposits); Net Fixed Assets; Other

Assets; Current Liabilities (accounts payable, notes payable, accrued expenses, taxes, accrued salaries, accrued sub consultant payable and payroll taxes); One full year profit and loss statement, and the name of the firm preparing the financial statement.

- H. **Basis of Charges** –Provide a schedule of fees with hourly billing rates for each labor classification including Subconsultants as listed in reference to personnel. Include percent markup, travel expenses, and laboratory costs, and extra fees for rush or emergency analysis/ projects.
- I. **Laboratories** - Provide the names of laboratories or testing companies that will be used to analyze samples, along with a description of qualifications and history, names of principal representatives, analysts, or owners. Include a list of certifications and accreditations. Do not include actual copies of certificates.
- J. **Errors and Claims** – Provide a complete listing of the formal claims presented to the firm, joint venture partners, outside consultants or subcontractors in the past three years. Include name of claimant, description of claim, dollar value of claim and status.
- K. **Sub-Consultants** – If resources outside your firm are to be used, list the consultants, labor or resources who have extensive experience in the specific type of work they will provide to the County.
- L. **Legend** – If not clearly stated for each instance above, provide a legend for acronyms of any licenses, trade organizations and government agencies referenced in this document.

SUBMISSION REQUIREMENTS

- A. Letters of Qualifications shall be submitted in a sealed envelope, clearly marked: 'Request for Qualifications – RFQ# 42-20 Industrial Hygienist', to:

Mendocino County
Executive Office – Facilities & Fleet Division
851 Low Gap Rd.
Ukiah, CA 95482
Attn: Doug Anderson
- B. Letters must be received, regardless of postmarked date, no later than **December 21, 2020 by 3:00 PM.** Late or facsimile proposals will not be accepted. It is the Firm'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.*
- C. Letters of Qualifications received shall remain confidential until the contract(s), if any, resulting from this RFQ are awarded. Thereafter, all information submitted in response to this RFP shall be deemed public record. 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.

- D. The Firm is solely responsible for the costs incurred in preparing its Letter of Qualification. The County of Mendocino will provide no compensation for such costs.
- E. The County of Mendocino reserves the right to reject any or all Letters of Qualifications for any reason, to withhold consideration of incomplete responses, to waive informalities or request additional information of the Firms at its discretion, and reserves the right to terminate the solicitation and/or evaluation process at any time.
- G. Acceptance of a Letter of Qualifications or other material during the selection process does not constitute a contract and does not obligate the County of Mendocino to award funds. Funding is subject to final contract approval by the Mendocino County Board of Supervisors. The County also reserves the right to reject any or all proposals (Letters of Qualifications) without penalty and to act in the best interest of the County as may be required.

EVALUATION AND SELECTION CRITERIA

The Industrial Hygienist selection will be conducted in two phases:

(1) **Qualification:** The County will receive and review Letters of Qualifications, and select a list of qualified firms based on the minimum requirements noted above. Firms shall be qualified for a term of three (3) years from the date of selection. Firms will be notified of their Qualification Status within two (2) weeks of the submission deadline.

(2) **“ON CALL” Consultant Selection Phase:** All qualified firms will be considered for the ON CALL Consultant Contract. The County may select one or more firms for contract negotiation from the list of qualified firms based on our evaluation of the criteria below. Selection shall be based on the information provided in this RFQ. More detailed information and site visits may be requested of the finalists during the Selection Phase prior to the scheduling of interviews (if necessary) and making the final selection. Selected firm(s) shall enter into a two (2) year contract with an option for a one (1) year renewal/ extension. At the discretion of the County subsequent contracts may be with any qualified firms. The County may issue more than one ON CALL contract.

The following criteria will be used in evaluating and selecting the prospective ON CALL Consultant:

- A. Completeness of response. Clarity of submittal and responsiveness to RFQ. 10%
- B. Project Team Qualifications - Relevant qualifications, education and experience of the individuals and firms who will provide the services. 20%
- C. Firm Experience and Ability - Experience providing similar services to clients as described in this RFQ. 30%
- D. Project Control - Quality and performance of previous projects, record of budget and schedule performance, and adequacy of quality control for testing results, and reporting standards. 30%
- E. Comparison of billing rates. 10%
- F. Any other criteria deemed relevant to selection.

ATTACHMENT A

**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.: _____

CARMEL J. ANGELO, Chief Executive Officer

By: _____
PURCHASING AGENT

Date: _____

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO

Date: _____

CONTRACTOR/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: _____
Deputy

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 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.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

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. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

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.
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.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

All labor, materials, transportation, equipment, and testing laboratory services to perform professional, certified Industrial Hygiene services including hazardous materials and indoor air quality investigation and reporting on an On-Call basis. Contractor shall respond to non-emergency requests within forty eight (48) hours, and be on site within four (4) hours of an emergency request from the County. Contractor shall be responsible for testing, monitoring, preparing recommends for remediation, and reporting as requested by the County.

- Industrial Hygienist firm shall be responsible for asbestos and/ or lead surveys for various County construction projects including reports, test results and recommendations, design and observation of abatement work plans for the removal of hazardous materials or conditions.
- Other demolition projects involving removal of lead or asbestos including observation reports, air sampling, test results, and clearance findings.
- Material and air sampling to evaluate levels of microbial growth at County facilities due to moisture or water infiltration upon request including reports, test results and mitigation recommendations.
- Design and observation of remediation work plans including observation reports, testing and sample analysis, recommendations, and findings.
- Other environmental needs such as indoor air quality or smoke damage investigations, hazardous materials surveys and consulting.
- Assistance in anticipating, recognizing, evaluating, and controlling those environmental factors or stresses arising in or from the workplace, which may cause sickness, impaired health and well-being, or significant discomfort among workers or among citizens of our community.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR for the services described in this Agreement an amount not to exceed . The contract payments shall be made monthly upon receipt of an approved invoice for actual time and expenses used in the work of this contract. Rates shall be as shown in the Schedule of Fees below.

[END OF PAYMENT TERMS]

EXHIBIT C**INSURANCE REQUIREMENTS**

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

CONTRACTOR shall obtain and maintain insurance coverage as follows:

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

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

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D**MENDOCINO COUNTY EPAYABLES INFORMATION**

The County of Mendocino is currently making 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 email Auditorap@mendocinocounty.org.

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

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