

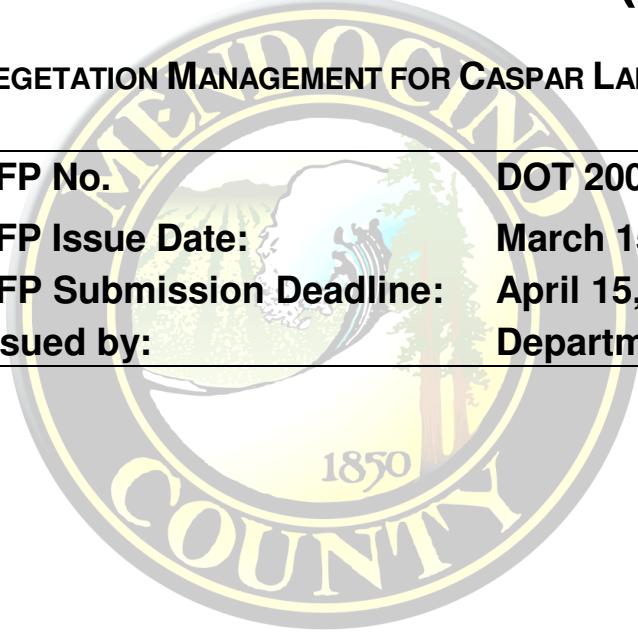
COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION

340 Lake Mendocino Drive • UKIAH, CA 95482 • (707) 463-4363
straessa@mendocinocounty.org

REQUEST FOR PROPOSAL (RFP)

VEGETATION MANAGEMENT FOR CASPAR LANDFILL

RFP No.	DOT 200084
RFP Issue Date:	March 15, 2021
RFP Submission Deadline:	April 15, 2021
Issued by:	Department of Transportation



REQUEST FOR PROPOSAL

VEGETATION MANAGEMENT FOR CASPAR LANDFILL COUNTY OF MENDOCINO



RFP No.	DOT 200084
RFP Issue Date:	March 15, 2021
RFP Submission Deadline:	April 15, 2021

I. INTENT

This Request for Proposal (RFP) announces the intent of the County of Mendocino to award a contract for vegetation management services at the Caspar Landfill in Mendocino.

The purpose of the RFP is to provide vegetation management services to control vegetative growth for landfill inspection purposes and fuel load reduction. The work, in general, consists of; mowing grasses and removal of unwanted vegetation on the landfill cap, keeping access roads cleared of vegetation, control of vegetative growth on road shoulders, trails, and around monitoring wells, and control of invasive plant species (primarily gorse).

II. DEFINITIONS

COUNTY – The County of Mendocino.

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

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

III. PROPOSAL SUBMISSION GUIDELINES

A. Vendors must submit four (4) copies of their proposal: three (3) complete paper copies with original Vendor signature, and one (1) complete copy on CD. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. DOT 200084", and delivered by 2:00 p.m. April 15, 2021 to:

Mendocino County Department of Transportation
Attn: Alex Straessle
340 Lake Mendocino Drive
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 3 – Proposal Submittal
 - Attachment 3A – Proposal Summary and Statement of Responsibility (Signature Page)
 - Attachment 3B – Experience and Approach
 - Attachment 3C – Invasive Plant Species (Optional)
 - Attachment 3D – Exceptions to RFP
 - Attachment 3E – References
 - Attachment 3F – Certificate of Non-collusion
 - Attachment 3G – Cost Proposal
 - 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. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- K. Vendor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the vendor's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- L. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- M. This service has been selected to be made available for use by other local government agencies (piggy-back). The use of the contract, by the other government agencies, will be optional. Sales to these governmental agencies by the Contractor shall be optional. If bidders choose to extend prices offered on this proposal to other governmental agencies, any resulting contract will be solely between the supplier and the third party unit of government. Mendocino County shall not be responsible for any problems which may arise between other government agencies and the contractor as a result of any sales and/or purchases made.
- 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 G- Sample Mendocino County Contract).

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

- A. Pre-submittal inquires and correspondence shall be directed to:
 - Procedural inquires: Amber Fissette, Deputy Director of Transportation
(707) 234-2838
fissettea@mendocinocounty.org
 - Technical inquires: Alex Straessle, Engineer II
(707) 234-2803
straessa@mendocinocounty.org
- B. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).
- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested vendor(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each vendor known to have

received a copy of this RFP. **Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued.**

- D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFP Representatives listed above for any and all technical and procedural inquiries.**

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Vendor’s authorized representative, provided it is received **prior to the deadline for submission of proposals.** Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals.**

VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Vendors to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to vendors in the event of schedule changes.**

Scheduled Activity	Proposed Date
Letter of interest and Request for Proposals mailed to prospective proposers	March 15, 2021
Inquiry Deadline	April 5, 2021
RFP Submission Deadline	April 15, 2021
RFP Selection and Notification	April 22, 2021
County Board of Supervisors Approval of Recommendation(s)	May 25, 2021
Approximate Contract Start Date	July 1, 2021

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 receive in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.
- D. Proposal Review and Evaluation Process
 - 1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:

- a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
- b. Experience of Vendor in providing services and quality of work.
- c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.
- d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
- e. All criteria identified in Attachment F, Proposal Evaluation Form.

IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the County, 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 items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.

H. Local Vendor Preference:

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

X. BACKGROUND INFORMATION

The Caspar Landfill is an approximately 16-acre Class III solid waste disposal site in central coastal Mendocino County, approximately 7.2 miles south of the City of Fort Bragg, 2.5 miles south east of the Community of Caspar. 14000 Prairie Way. APN 11850011. SE ¼ of NW ¼ Sec 17, T17N, R17W, MDBM. A location map is included as Figure 1.

The waste management unit (WMU) was capped and closed in 1994 using a low density polyethylene (LDPE) geomembrane layer to minimize percolation of seasonal rain waters to waste and covered with 18” of vegetated soil layer. The WMU has a nearly flat top and is roughly 16.2 acres with approximately 8 acres of top deck and 8 acres of side-slope, side slopes being generally 3 horizontal: 1 vertical (3H:1V) and 30 to 50 feet in height. The top deck is accessible by an access road. The toe of the WMU is protected with rock facing that also serves as a drainage ditch adjacent to the access road surrounding the WMU. A general site plan is included as Figure 2.

The work to be performed consists of, in general, annual mowing to control vegetative growth for landfill inspection purposes and fuel load reduction. The work consists of; mowing grasses on the landfill cap and access roads, control of vegetative growth on road shoulders, trails, around monitoring wells, and from within RSP facing. Annual mowing shall be conducted after grasses have substantially stopped growing, generally in June. Woody vegetation too large to be mowed may be mulched and left in place. Mower cutting height shall be set to no greater than 2 inches. It should be understood that manual methods may need to be used around facilities such as, but not limited to, fence lines, culverts, rock lined ditches, leachate lines, passive gas vents and monitoring wells. No herbicides may be used. Figure 3 depicts the work to be performed.

Control of invasive plant species such as gorse is also of concern by the Department but not a condition of award. Experience with invasive plant species should be discussed as described under Section XII. Proposal Format and Content.

Landfill Access for Pre-proposal Site Visit

Caspar Landfill has an active transfer station on site and is open to the public. Current listed hours of operation are: Mon. - Wed. 9-3, Sat. & Sun. 9-4. It is recommended to confirm hours of operation with Solid Waste of Willits prior to your pre-proposal site visit. (www.swowservices.com)

The following two tables are estimates of the areas and lengths involved for various items of work and no guarantees are made as to their accuracy.

Table 1. Area Estimates

ID	Desc1	Desc2	Area	
A1	Mowing	Annual mowing of landfill cap- area above RSP toe protection, in general.	16.22	acres

A2	Mowing	Annual mowing of open area- between road and fence.	0.24	acres
A3	Mowing	Annual mowing of open area- between road and top of bank.	0.02	acres
A4	Mowing	Annual mowing of tank farm- tank farm to outside toe of bermed area.	0.13	acres
A5	Mowing	Annual mowing of turn around- graveled area as needed, to outside toe of berm to Gator trail.	0.07	acres
A6	Well Clearing	Annual mowing around wells- 12 foot radius around well.	452	sf
A7	Well Clearing	Annual mowing around wells- 12 foot radius around well.	452	sf
A8	Well Clearing	Annual mowing around wells- 12 foot radius around well.	452	sf
A9	Well Clearing	Annual mowing around wells- 12 foot radius around well.	452	sf
A10	Well Clearing	Annual mowing around wells- 12 foot radius around well.	452	sf
A11	Well Clearing	Annual mowing around wells- 12 foot radius around well.	452	sf
A12	Well Clearing	Annual mowing around wells- 12 foot radius around well.	452	sf
A13	Well Clearing	Annual mowing around wells- from edge of road to fence line and 12 foot out from both wells.	540	sf

Table 2. Length Estimates

Id	Desc1	Desc2	Length (ft)
1	Road Mowing	mow road as needed for grasses and other vegetation	2364
2	Road Mowing	mow road as needed for grasses and other vegetation	127
3	Road Mowing	mow road as needed for grasses and other vegetation	384
4	Road Mowing	mow road as needed for grasses and other vegetation	166
5	Road Mowing	mow road as needed for grasses and other vegetation	903
6	Shoulder Mowing	mow from edge of road to chain link fence line or 8 feet from outside edge of road.	1350
7	Shoulder Mowing	mow from edge of road to field fence.	545
8	Shoulder Mowing	mow 8 foot wide shoulder from edge of road	522
9	Shoulder Mowing	mow 8 foot wide shoulder from edge of road	198
10	Shoulder Mowing	mow 8 foot wide shoulder from edge of road	125
11	Shoulder Mowing	mow road shoulder 8 feet out from edge of pavement.	111
12	Shoulder Mowing	mow from edge of pavement outwards 20 feet.	314
13	Shoulder Mowing	mow from edge of road outwards 8 feet.	1594
14	Shoulder Mowing	mow road as needed & mow from edge of road outwards 8 feet.	464

15	Shoulder Mowing	mow 8 foot swath from edge of building to around storage tank pad.	51
16	Shoulder Mowing	mow road as needed & mow from edge of road outwards 8 feet.	858
17	Trail Clearing	mow trail vegetation to 8 foot trail width	448
18	Trail Clearing	mow trail vegetation to 8 foot trail width	576
19	RSP Facing Vegetation Control	treat vegetation within RSP facing on landfill	3550

FIGURE 1

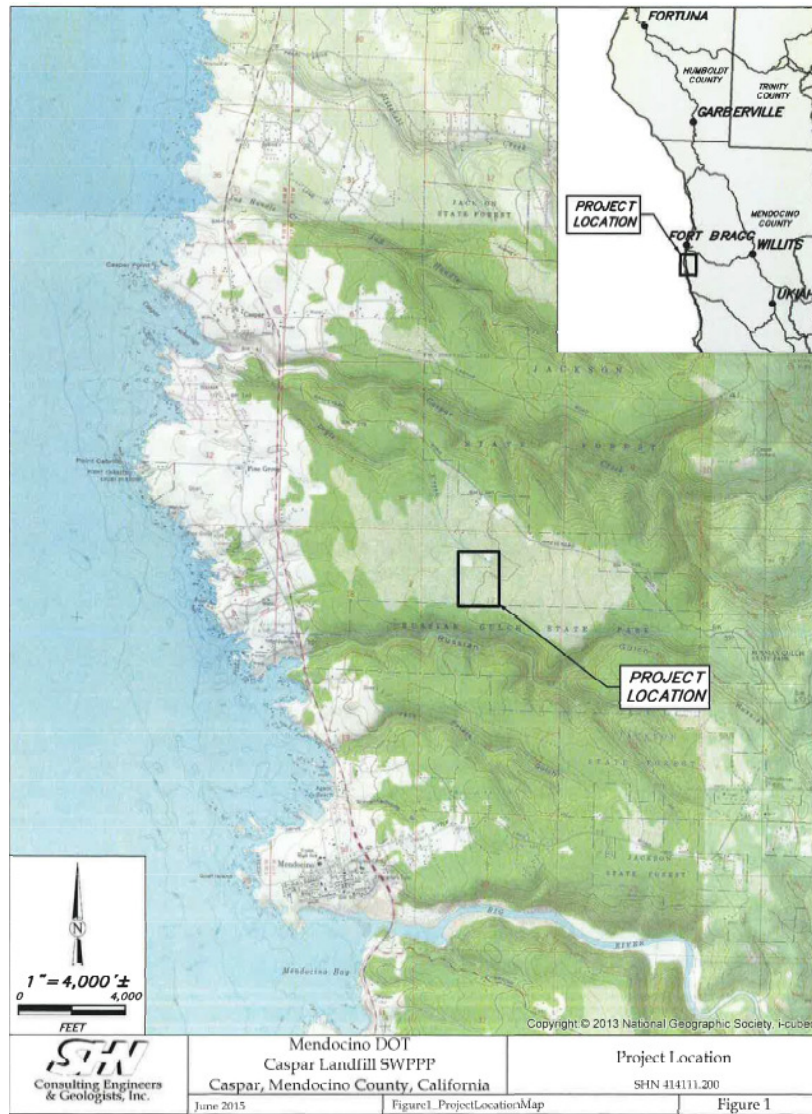


FIGURE 2



FIGURE 3 (a full size 11x17 version is available for download on the webpage)



XI. SCOPE OF WORK

The work to be performed, consists of, in general, annual mowing to control vegetative growth for landfill inspection purposes and fuel load reduction. The work consists of; mowing grasses on the landfill cap and access roads, control of vegetative growth on road shoulders, trails, around monitoring wells, and from within RSP facing. Annual mowing shall, in general be conducted after grasses have stopped growing, generally in June. Woody vegetation too large to be mowed may be mulched and left in place. Mower cutting height shall be set to no greater than 2 inches. It should be understood that manual methods may need to be used around facilities such as, but not necessarily limited to; fence lines, culverts, rock lined ditches, leachate lines, passive gas vents and monitoring wells. No herbicides may be used. Figure 3 depicts the work to be performed.

Control of invasive plant species such as gorse is also of concern by the Department but not a condition of award. Experience with invasive plant species should be discussed as described under Section XII. Proposal Format and Content.

1.0 ANNUAL MOWING OF GRASSES

In general, this work includes mowing of grasses and non woody vegetation in open settings such as the landfill cap or other open areas conducive to conventional mowing equipment. The exception being landfill side slopes which are generally 3 horizontal: 1 vertical (3H:1V) and 30 to 50 feet in height that may require specialized equipment. It should be understood that manual methods may need to be used around facilities such as, but not necessarily limited to; fence lines, culverts, rock lined ditches, leachate lines, passive gas vents and monitoring wells. Mower cutting height shall be set to no greater than 2 inches. Annual mowing shall, in general be conducted after grasses have stopped growing, generally in June.

2.0 ROADWAY MOWING

In general, this work includes mowing of grasses, forbs and vines from within the road traveled way, generally 8 to 10 feet wide. Mower cutting height shall be set to no greater than 2 inches. If blading is utilized, graded materials shall not be bermed on the road side or side-cast into ditches or other drainage ways. Graded materials shall be removed and disposed of at a location approved by the Engineer. If blading is proposed, it must first be approved by the Department, attention shall be given to preserving or improving road drainage.

3.0 SHOULDER MOWING

In general, this work includes mowing of grasses, forbs, vines and woody vegetation from road shoulder areas outside of the travelled way. Shoulder

mowed width shall be 8 feet in width unless otherwise specified. It should be understood that manual methods may need to be used around facilities such as, but not limited to, fence lines, culverts, rock lined ditches, leachate lines, passive gas vents and monitoring wells. Mower cutting height shall be set to no greater than 2 inches. Mulched materials may be left in place.

4.0 ROCK SLOPE PROTECTION (RSP) FACING VEGETATION CONTROL

In general, this work includes the control of vegetation from within RSP facing materials at the base of the landfill. Woody vegetation, vines, forbes and grasses shall be kept in check to the top of RSP facing or removed. Treated materials shall not be left on site and disposed of at a location approved by the Engineer. No herbicides may be used.

5.0 TRAIL CLEARING

In general, this work involves maintaining existing trails to an 8 foot width. Mowed stubble height shall be no greater than 3 to 4 inches. If saws are used, stobs shall be less than 2 inches high. Mulched materials may be left in place.

6.0 WELL CLEARING

In general, this work involves clearing vegetation around monitoring wells for a radius of 12 feet. Stubble height shall be no greater than 2 to 3 inches. Vegetative materials shall be disposed of at a location approved by the engineer.

7.0 FIRE PREVENTION PLAN

(a) General.

Prior to start of work the Contractor shall submit a Fire Prevention Plan in writing to the Engineer for approval. A copy of the plan shall be kept on site at all times during work.

The plan shall include the following:

- 1) The name and contact information of the Prime Contractor.
- 2) The name and contact information of the Construction Site Manager in charge of day to day operations.
- 3) The name and contact information of the Fire Prevention Plan Coordinator in charge of the Fire Prevention Plan.
- 4) A list of numbers to call in case of a fire, including 911 (or the equivalent in the area).

- 5) A complete list, including storage locations, of all tools and equipment the Contractor may use in the event of a fire within project limits.
- 6) Methods that will be employed if a fire is encountered or started during construction activities within the project limits.
- 7) Specific fire prevention precautions, and firefighting equipment, for every activity which has the potential for starting a fire. At a minimum the plan shall address prevention planning related to use of:
 - Mowers
 - Power tools
 - Vehicles
 - Storage and parking areas
 - Fueling operations
- 8) Provisions for field safety meetings. The Contractor shall conduct field safety meetings (also known as toolbox or tailgate meetings) at least once per week. Participants are encouraged to discuss specific fire prevention precautions for construction activities.

(b) Equipment and Procedures.

Welding

If welding at field locations is required, the welding shall be done at a location where all flammable material has been cleared away for a distance of 16 feet around the area.

Spark Arrestors

All diesel and gasoline powered engines, both mobile and stationary, shall be equipped with serviceable spark arrestors.

Power Saws and Weed Eaters

Each gasoline power saw and weed eater shall be provided with a spark screen and a muffler in good condition. Spill-proof safety cans shall be used for refueling. Fire extinguishers shall be readily available while in use.

Use Areas

Unless otherwise specified equipment service areas, parking areas, gas and oil drum storage areas shall be cleared of all flammable materials for a distance of 20 feet.

Other

Other mitigation methods may be used as approved by the Engineer.

(c) Fire Prevention Plan Coordinator Responsibilities.

The Fire Prevention Plan Coordinator shall:

- 1) Implement the Fire Prevention Plan.
- 2) Monitor, manage, and adjust the Fire Control Plan as needed as construction work progresses.
- 3) Document in a letter to the Engineer changes to the Fire Prevention Plan.
- 4) Immediately contact firefighting authorities when a fire is started due to construction activities within project limits.
- 5) Coordinate fire control and suppression activities until authorities arrive, including the evacuation of staff if needed.
- 6) When the Fire Control Coordinator cannot be on the project site, he shall designate a person who is on site to serve as the Fire Prevention Plan Coordinator. The Fire Prevention Plan Coordinator, or his designee, shall be on site at all times that work is being performed.

8.0 WATER POLLUTION CONTROL

Submittal of a Water Pollution Control Plan is not required.

This work includes spill prevention and control, waste management and non-stormwater management.

Implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and non-stormwater at the job site before they come in contact with drainage systems and receiving waters.

Spill Prevention and Control

Keep material or waste storage areas clean, well-organized and equipped with enough cleanup supplies for the material being stored.

Implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site. Whenever you spill or leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

Report minor, semi-significant and significant or hazardous spills to the Engineer immediately.

As soon as it is safe, contain and clean up spills of petroleum materials and sanitary and septic waste substances listed under 40 CFR, parts 110, 117, and 302. Comply with section 14-11 of the Caltrans Standard Specifications whenever spills or leaks produce hazardous waste.

Minor Spills

Minor spills consist of quantities of oil, gasoline, paint, or other materials that are small enough to be controlled by a first responder upon discovery of the spill.

Clean up a minor spill using the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material using absorption
3. Clean the contaminated area
4. Dispose of the contaminated material and absorbents promptly and properly

Semisignificant Spills

Semisignificant spills consist of spills that can be controlled by a first responder with help from other personnel.

Clean up a semisignificant spill immediately using the following procedures:

1. Contain the spread of the spill.
2. On paved or impervious surfaces, encircle and recover the spilled material with absorbent materials. Do not allow the spill to spread widely.
3. If the spill occurs on soil, contain the spill by constructing an earthen dike and dig up the contaminated soil for disposal.
4. If the spill occurs during precipitation, cover the spill with 10-mil plastic sheeting or other material to prevent contamination of runoff.
5. Dispose of the contaminated material promptly and properly.

Significant or Hazardous Spills

Significant or hazardous spills consist of spills that cannot be controlled by job site personnel.

Immediately notify qualified personnel of a significant or hazardous spill. Take the following steps:

1. Do not attempt to clean up the spill until qualified personnel have arrived
2. Notify the Engineer and follow up with a report
3. Obtain the immediate services of a spill contractor or hazardous material team

4. Notify local emergency response teams by dialing 911 and county officials by using the emergency phone numbers retained at the job site
5. Notify the California Emergency Management Agency State Warning Center at (916) 845-8911
6. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under 40 CFR 110, 119, and 302
7. Notify other agencies as appropriate, including:
 - 7.1. Fire Department
 - 7.2. County Transportation Department
 - 7.3. Coast Guard
 - 7.4. Highway Patrol
 - 7.5. City Police or County Sheriff's Department
 - 7.6. Department of Toxic Substances
 - 7.7. California Division of Oil and Gas
 - 7.8. Cal/OSHA
 - 7.9. Regional Water Resources Control Board

Prevent a spill from entering stormwater runoff before and during cleanup activities. Do not bury or wash the spill with water.

Material Management

Minimize or eliminate discharge of material into the air, storm drain systems, and receiving waters while taking delivery of, using, or storing the following materials:

1. Hazardous chemicals, including acids, lime, glues, adhesives, paints, solvents, and curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum materials, including fuel, oil, and grease
7. Asphalt and concrete components
8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

Use less hazardous materials if practicable.

The following activities must be performed at least 100 feet from concentrated flows of stormwater, drainage courses, and inlets if within the floodplain and at least 50 feet if outside the floodplain, unless otherwise authorized:

1. Stockpiling materials

2. Storing pile-driving equipment and liquid waste containers
3. Washing vehicles and equipment in outside areas
4. Fueling and maintaining vehicles and equipment

Material Storage

If materials are stored:

1. Store liquids, petroleum materials, and substances listed in 40 CFR 110, 117, and 302 and place them in secondary containment facilities as specified by USDOT for storage of hazardous materials.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Cover secondary containment facilities during nonworking days and whenever precipitation is forecasted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facilities free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place it into drums within 24 hours. Handle the liquid as hazardous waste under section 14-11 of the Standard Specifications unless testing confirms that the liquid is nonhazardous.
5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in their original containers with the original material labels maintained in legible condition. Immediately replace damaged or illegible labels.
7. Secondary containment facilities must have the capacity to contain precipitation from a 24-hour-long, 25-year storm, plus 10 percent of the aggregate volume of all containers or the entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during nonworking days and whenever precipitation is forecasted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well-organized and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation and at least weekly during other times.

Vehicle and Equipment Fueling and Maintenance

If practicable, perform maintenance on vehicles and equipment off-site.

If fueling or maintenance must be done at the job site, assign a site or sites, and obtain authorization before using them. Minimize mobile fueling and maintenance activities. Fueling and maintenance activities must be performed on level ground in areas protected from stormwater run-on and runoff.

Use containment berms or dikes around fueling and maintenance areas. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks. Dispose of spill-cleanup material and kits immediately after use. Use drip pans or absorbent pads during fueling or maintenance.

Do not leave fueling or maintenance areas unattended during fueling and maintenance activities. Fueling nozzles must be equipped with an automatic shutoff control. Nozzles must be equipped with vapor-recovery fueling nozzles where required by the Air Quality Management District. Secure nozzles in an upright position when not in use. Do not top off fuel tanks.

Recycle or properly dispose of used batteries and tires.

If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

Measurement and Payment

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

9.0 PROPERTY AND FACILITY PRESERVATION

Preserve and protect:

1. Landfill improvements and facilities
2. Transfer station improvements and facilities
- 2 Adjacent property
3. Drainages and waterways

Immediately report damage to the Engineer.

If you cause damage, you are responsible. If the damage is not due to your negligence, the repair is change order work.

Install suitable safeguards to preserve and protect facilities from damage.

Notify the Engineer if the site facilities described in the Contract cannot be found.

Underground infrastructure described in the Contract may be in different locations from those described, and additional infrastructure may exist.

Upon discovering an underground structure or facility not described in the Contract, immediately notify the Engineer.

10.0 PUBLIC CONVENIENCE AND SAFETY

Mowing activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners.

Upon completion of vegetation management activities on roads open to the public to and from the transfer station remove vegetative cuttings from the travelled way.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

11.0 INVASIVE PLANT SPECIES

Gorse (*Ulex europaeus*), pampas grass (*Cortaderia selloana*) and Himalayan blackberry (*Rubus armeniacus*) are present on the landfill property and of concern by the department. Although control or eradication of gorse, pampas grass and Himalayan blackberry is not required by this RFP, Contractor's experience with control of invasive species should be discussed in Attachment 3C, Invasive Plant Species. Invasive species are present on the entire property, not just the areas depicted in figure 3.

NOTE: It is the Department’s opinion that the general control of vegetation under the scope of work does help to keep invasives under limited control in some areas. However, the Department recognizes that a more targeted approach to control invasives in particular is warranted. As such, due to limited budget, targeted control of invasive plant species is not a condition of award, yet may be included in the agreement if estimated costs are within budgetary constraints.

Contractors with experience controlling invasive species are encouraged, but not required, to submit a proposal and separate cost estimate as outlined in Attachment 3C.

12.0 TERM

Contract pricing will be for one year from date of proposal acceptance and without added conditions, unless mutually agreed upon by both parties. The contract may be extended by mutual written agreement, at the discretion of the County, for up to an additional four years.

13.0 MEASUREMENT AND PAYMENT

Estimated quantities provided in Section X. Background Information are intended for illustrative purposes and no guarantees are made as to their accuracy and the department assumes no liability in their use for estimating purposes by the contractor.

1. Annual mowing of grasses shall be lump sum.
2. Roadway mowing shall be lump sum.
3. Shoulder mowing shall be lump sum.
4. RSP vegetation control shall be lump sum.
5. Trail clearing shall be lump sum.
6. Well clearing shall be lump sum.
7. Fire Prevention Plan shall be considered as included within the various items of work.
8. Water Pollution Control shall be considered as included within the various items of work.

14.0 COST

Cost shall remain firm for one (1) year from date of Contract award.

The County has determined that the scope of work is subject to California Prevailing Wage laws. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code

section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Itemized cost(s) shall include anything necessary to complete the work including wage rates, mobilization, rental costs, fuel, equipment maintenance, insurances, licenses, fees, taxes, overhead, profit and any and all other such matters towards successful completion of vegetation management activities.

15.0 INVOICING

Invoices shall reference the RFP number and be directed to ATTENTION: Alex Straessle.

16.0 INSURANCE

Insurance must comply with Attachment 2, Exhibit C of this RFP.

17.0 ADDITIONAL TERMS AND CONDITIONS

It is the proposers' responsibility to visit landfill during normal hours of operation to become familiar with site conditions to determine all that is necessary to accomplish the scope of work.

Proposers' shall certify that they have visited the landfill to become familiar with site conditions as a condition of award.

The County makes no guarantee as to the density of vegetation to be treated.

18.0 AWARD

Award of contract may require approval from the Mendocino County Board of Supervisors.

XII. PROPOSAL FORMAT AND CONTENT

Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:

- A. An executive summary and written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: Experience, stability & growth, commitment, product and services.
- B. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all system modules.
- C. A description of Contractor's experience in providing the requested services.
- D. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
- E. Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Contractor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
- F. Any exceptions to the terms and conditions as specified in Attachment G to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- G. Two (2) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Contractor has worked to provide services.
- H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- I. Timeline indicating implementation schedule and training schedule (if applicable).
- J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

XIII. FORMAT OF COST PROPOSAL

Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

XIV. CONTRACT

A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent of award.

B. Execution of Contract

1. Upon the acceptance of a Vendor's Proposal, County will prepare 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 unless approved in advance by County in writing.

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Contract Term

The term of the AGREEMENT(s) will be for a period of up to three (3) years as deemed necessary.

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 1 – Proposal Evaluation Form
- Attachment 2 – Sample Mendocino County Contract
- Attachment 3 – Proposal Submittal
- Attachment 3A – Proposal Summary and Statement of Responsibility (Signature Page)
- Attachment 3B – Experience and Approach
- Attachment 3C – Invasive Plant Species (Optional)
- Attachment 3D – Exceptions to RFP
- Attachment 3E – References
- Attachment 3F – Certificate of Non-collusion
- Attachment 3G – Cost Proposal

ATTACHMENT 1
COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM
RFP No. DOT 200084
Vegetation Management for Caspar Landfill

Vendor Name: _____

Evaluated By: _____

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the General Services Agency

		Weight	*Rating Scale	Points Total
D.	Cost	15 points		
E.	Implementation Plan and Schedule	35 points		
F.	Relevant Experience	25 points		
G.	References	10 points		
H.	Overall Proposal	15 points		

Evaluation Total (Maximum 500)		
--------------------------------	--	--

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 2 – SAMPLE MENDOCINO COUNTY CONTRACT

**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 “CONSULTANT”.

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 CONSULTANT for its [Services]; and,

WHEREAS, CONSULTANT 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 CONSULTANT to provide the services described in Exhibit “A”, and CONSULTANT 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
- Exhibit E Department of Industrial Relations Compliance with SB 854

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 CONSULTANT hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW: Transportation

CONSULTANT/COMPANY NAME

HOWARD N. DASHIELL, Director DATE

By: _____

Date: _____

Budgeted: Yes No

NAME AND ADDRESS OF CONSULTANT:

Budget Unit: _____

Line Item: _____

Grant: Yes No

Grant No.: _____

COUNTY OF MENDOCINO

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

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

COUNTY COUNSEL REVIEW:

CARMEL J. ANGELO, Clerk of said Board

APPROVED AS TO FORM:

By: _____
Deputy

CHRISTIAN M. CURTIS,
County Counsel

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

By: _____
Deputy

CARMEL J. ANGELO, Clerk of said Board

Date: _____

By: _____
Deputy

INSURANCE REVIEW:

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Risk Management

By: _____
Deputy CEO

Date: _____

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 CONSULTANT is an Independent Contractor. CONSULTANT 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 CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT 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.

CONSULTANT 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 CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT 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.

CONSULTANT 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 CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT 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), Consultant 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 CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONSULTANT 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:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT 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 CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT 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, CONSULTANT 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. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT'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 CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT 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 CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT'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. CONSULTANT 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 CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT 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 CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT 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, which disallowance is due to the actions or omissions of CONSULTANT, the CONSULTANT 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 CONSULTANT under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT 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 CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT 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 CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT 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, CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT: [Name of Consultant]
[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: CONSULTANT 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: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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 CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT'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 CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, 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: CONSULTANT 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: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONSULTANT shall file copies of same with the County Executive Office.
- CONSULTANT represents and warrants to COUNTY that CONSULTANT 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 CONSULTANT 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 CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT 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 CONSULTANT 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 CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT 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. CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT without cause at any time upon giving to the CONSULTANT 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 CONSULTANT's work, the CONSULTANT 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 CONSULTANT 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 CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'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:** CONSULTANT 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 CONSULTANT 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 CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT 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. CONSULTANT 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: CONSULTANT 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. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT 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: CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT 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 CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT 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 CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT 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

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

35. PERFORMANCE STANDARD

Consultant 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 Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant'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 Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant 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

CONSULTANT 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 CONSULTANT 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, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT 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.

CONSULTANT 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

EXHIBIT E
DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE WITH SB 854

SB 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects.

These requirements apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

1. Duty to notify DIR when awarding a contract for a public works project, using the online PWC-100 form. This requirement, found in Labor Code Section 1773.3, applies to all public works projects.
2. Public Works Contractor Registration Program
 - a. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR.
 - b. An awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.

DIR maintains an up-to-date listing of registered contractors.

There are exceptions to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.

Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees and allow unregistered contractors to be replaced with registered ones.

2. Notice Requirements

- a. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- c. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- d. The prime contractor must post the following job site notices prescribed by regulation [pursuant to Calif. Code Reg. 16451(d)]:

“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public

work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

“The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: (707) 576-2362

“Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

“Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

“For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html.”

3. Furnishing of electronic certified payroll records to Labor Commissioner
 - a. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
4. The prime contractor is required to secure the payment of worker’s compensation to his or her employees pursuant to Labor Code Section 1860.
5. The project is subject to prevailing wages. Pursuant to the provisions in Section 1773 of the Labor Code of the State of California, the Board of Supervisors of the County of Mendocino has obtained from the Director of the Department of Industrial Relations the general prevailing rate of wages, and the schedule of employer payments for health and welfare, vacation, pension and similar purposes in the County. Interested parties may review these wage rates and schedules at the Department of Transportation, 340 Lake Mendocino Drive, Ukiah, California. The successful Contractor shall obtain a copy of prevailing wage rates from the Engineer and shall post same at a prominent place at the job site pursuant to Labor Code Section 1771.4.
6. For this contract, the general prevailing rate of wages as ascertained by County shall be those in effect on the bid date. Future effective wage rates, which have been predetermined and are on file with the Department of Industrial Relations, are referenced in the published wage rates of the Director of the Department of Industrial Relations at www.dir.ca.gov.

ATTACHMENT 3 PROPOSAL SUBMITTAL

County of Mendocino
Department of Transportation

RFP No. 200084
Vegetation Management for Caspar Landfill

NAME OF VENDOR: _____

BUSINESS MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

ATTACHMENT 3A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

County of Mendocino
Department of Transportation



RFP No. DOT 200084
Vegetation Management for Caspar Landfill

RFP No.	DOT 200084
RFP Issue Date:	March 15, 2021
RFP Submission Deadline:	April 15, 2021

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. DOT 200084", and delivered by 2:00 p.m. April 15, 2021 to: Mendocino County Department of Transportation, Attn: Alex Straessle, 340 Lake Mendocinio Drive, Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

- Procedural inquires: Amber Fissette, Deputy Director of Transportation
(707) 234-2838
fissettea@mendocinocounty.org
- Technical inquires: Alex Straessle, Engineer II
(707) 234-2803
straessa@mendocinocounty.org

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

Vendor Authorized Representative

Company Name: _____ Date: _____

Representative: _____

Title: _____

Phone: _____

Address: _____ Fax: _____

Federal Tax ID No.: _____ Email: _____

RFP Contact Information (if different then above)

Contact Person: _____

Title: _____

Phone: _____ Fax: _____

Address: _____ Email: _____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?
 YES NO

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?
 YES NO

3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.
 YES NO

4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?
 YES NO

5. Do you agree that the proposal amount includes all costs incident to the proposed contract?
 YES NO

6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?
 YES NO

7. Do you agree to be an ePayable as described in Attachment G- Sample Mendocino County Contract?
 YES NO

8. Have you visited the landfill to become familiar with site conditions as a condition of award?
 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 3C (Optional)
INVASIVE PLANT SPECIES

Describe your experience and approach towards eradication or control of invasive plant species (gorse, pampas grass and Himalayan blackberry). Describe your approach and equipment to be used, estimated timing of activities in both the short and long term towards control/eradication of invasives from the site. The proposal to control invasive plant species should be concluded with tasks and estimated cost per task for the first year and subsequent four years. Use additional sheets or other materials as necessary.

**ATTACHMENT 3D
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.)

Authorized Representative: _____

(Printed name)

Signature: _____

Date: _____

**ATTACHMENT 3E
REFERENCES**

Please list the references (minimum of two (2)) in the section provided below.

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

**ATTACHMENT 3F
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 3G
COST PROPOSAL**

Contractor _____

Item No.	Item Description	Units	Cost
1	Annual Mowing of Grasses	LS	
2	Roadway Mowing	LS	
3	Shoulder Mowing	LS	
4	RSP Facing Vegetation Control	LS	
5	Trail Clearing	LS	
6	Well Clearing	LS	

TOTAL