

**REQUEST FOR PROPOSAL # MCARC097
HAZARDOUS WASTE REMOVAL SERVICES**



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INSTRUCTIONS TO BIDDERS

Visit our Website: www.purchasing.co.riverside.ca.us

Telephone: 951.288.2994

- I. Vendor Registration – Unless stated elsewhere in this document, vendor must register online at www.Purchasing.co.riverside.ca.us with all current Vendor information, to be registered on the County's database.
 - II. Prices/Notations All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
 - III. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
 - IV. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
 - V. Recycled Material - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as non-responsive.
 - VI. Method of Award - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
 - VII. Other Terms and Conditions – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at www.purchasing.co.riverside.ca.us or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
 - VIII. Return of Bid/Closing Date/Return to - The bid response shall be delivered to **Purchasing and Fleet Services, 2980 Washington Street, Riverside, CA 92504 by 1:30 p.m.** on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
 - IX. Auditing – The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
 - X. Local Preference - The County of Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ/P to that Riverside County location. To qualify for local preference BIDDER must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit. Application of this local preference may be waived if funding sources disallow it.
- Or
- XI. Disabled Veteran Business Enterprise Preference - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P

Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

- | | | | |
|--|---|---|----------------------------------|
| ☒ APPENDIX "A" | ☒ EXHIBIT (A-C) | ☐ PLANS/DRAWINGS | ☐ SAMPLES |
| ☐ #116-110 | Special Conditions/Response | ☐ 116-150 | Special Conditions RFP |
| ☐ #116-140 | Special Conditions Personal/Professional Services RFP | ☐ 116-130 | Equipment Information Sheet |
| ☒ #116-260 | Local Business Qualification Affidavit | | |

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE

AND LIKE EFFECT AS IF SET FORTH HEREIN

- | | | | |
|--|--|-----------------------------------|--|
| ☐ #116-200 | General Conditions | ☐ #116-210 | General Conditions Materials and/or Services |
| ☐ #116-230 | General Conditions - Equipment | ☐ #116-220 | General Conditions - Public Works |
| ☒ #116-240 | General Conditions - Personal/Professional Service | | |

Proposal Cover Page

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:
WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of Riverside County Regional Medical Center is soliciting proposals from qualified firms to provide Hazardous Waste Removal Services as detailed in Appendix A.

There will be a **Mandatory** bidders meeting to be held on:

Date: March 3, 2009

Time: 9:30A.M.

Location:

Riverside County Regional Medical Center
Campus Professional Center
Purchasing Dept, Suite 208
14375 Nason Street.
Moreno Valley, CA. 92555

BID CLOSING DATE: March 24, 2009 @ 1:30P.M.

NO FAXED PROPOSALS WILL BE ACCEPTED

After close of this RFP, the award may be announced within 30- 120 days.

If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company
Name:

Street Address:

Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # () FAX # ()

Vendor Website:

Name: Title:

Signature: Date: Email:

Please Check ☐ Disabled Veteran or ☐ Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County. Form 116-260 must be completed and submitted with the Bidder's proposal

APPENDIX A

1.0 PURPOSE/BACKGROUND

Riverside County Purchasing on behalf of the Riverside County Regional Medical Center (RCRMC) is seeking competitive proposals from qualified hazardous materials disposal companies to establish a contract for services. The Awarded Vendor is to furnish all labor, materials and equipment necessary to perform emergency and non-emergency removal of hazardous waste.

Riverside County Regional Medical Center is owned and operated by the County of Riverside, a political subdivision of the State of California. RCRMC, a licensed facility, is located in the city of Moreno Valley. The Medical Center is a 520,000 square foot state-of-the-art tertiary care and level II adult and pediatric facility, licensed for a total of 439 beds. There are 362 licensed beds in the main acute-care hospital, and 77 licensed beds in a separate psychiatric facility. RCRMC has 12 operating rooms, a helipad located directly adjacent to the Trauma Center, and state-of-the-art digital radiology services, including magnetic resonance imaging (MRI) and computerized tomography (CT) completing in excess of 140,000 diagnostic exams in 2007 – 2008, an increase of 5.19% over the previous reporting period. RCRMC provides all single bed rooms. There are also adult, pediatric and neonatal intensive care units, a birthing center and complete pulmonary services including hyperbaric oxygen treatments. The award winning RCRMC is well designed and equipped to provide the latest in health care through the 21st century and beyond.

A teaching hospital accredited by The Joint Commission (TJC) for Accreditation of Healthcare Organizations RCRMC offers training programs for nursing students, medical residents, and allied health professionals attending Riverside Community College, Loma Linda University, Western College of Health Services, and other facilities.

RCRMC has the capacity to manage 200,000 patient visits in specialty outpatient clinics; the Emergency Room/Trauma Unit has the capacity to manage 100,000 patient visits annually. Employees and staff are at approximately 2,100.

2.0 SCOPE OF SERVICE

2.0.1 Requirements

Bidders shall remove the following waste materials from RCRMC

- Anti-freeze,
- Steam racks,
- Clarified sludge (water, dirt and oil waste),
- Fluorescent light bulbs,
- Recyclable and non-recyclable universal waste batteries
- Waste traffic paints,
- Used oil filters,
- Waste oil (recyclable),
- Contaminated oil (non-recyclable),
- Waste rags/absorbent (mixed)
- Waste solvents and E-waste.

Bidders shall be responsible for obtaining any necessary licenses and permits, notifications, or reports in order to comply with any applicable international, federal, state, and local laws, codes, and regulations in connection with the performance of the work at no additional cost to the County.

2.0.2 Manifests

The Bidders shall obtain and prepare all Manifests, Hazardous Waste Profile Sheets, and Land Disposal restriction notifications, and any other shipping documents required for acceptance of waste into a qualified facility. The bidders shall provide a copy of all prepared documents to the County prior to or with payment invoicing. Manifest must be provided to the work area supervisor at the time the waste is picked up and a legible copy to be sent to the State. Any items picked up, recycled or disposed of must be thoroughly described and documented.

2.0.3 Containers

The Bidders will ensure that the appropriate number and type of containers used for the removal of hazardous waste is correctly identified on the Uniform Hazardous Waste Manifest. The Bidders will ensure that the appropriate quantities and units of weights and volumes are appropriately and correctly reflected on the Uniform Hazardous Waste Manifest.

The Bidders must ensure that if a 55-gallon barrel is used for the removal of a hazardous liquid that is less than 55-gallons, then the actual volume or weight of the liquid or any other hazardous waste will be correctly and Appropriately reflected on the Uniform Hazardous Waste Manifest. This will apply to any and all containers that are used by the contractor to remove any and all hazardous waste from sites.

The Bidders may be required to provide a demolition type roll-off container approximate size will be 8ft wide x 15 ft length x 3 ft height. The roll-off container must meet DOT specifications and lined with plastic sheeting, 4-mil or better. Roll-off container is to be positioned so that the water/liquid can drain out of one end of the roll-off and back into the steam cleaner pit clarifier. All liquid and solid contents of the pit shall be pumped and transferred from the pit into the roll-off container. Once the solids are dry, the roll-off can then be hauled off to the authorized disposal location.

2.0.4 Contract Language

The language in this RFP does not address site specific special requirements; however, all the successful Bidders must meet these requirements unless the requirements are not permitted by applicable Federal or State hazardous waste laws.

2.0.5 Transportation

The Bidders must have the capability to provide transportation of hazardous and non-hazardous solid and liquid wastes.

2.0.6 Certificate of Recycling

The Bidders shall prepare a Certificate of Recycling for any waste that is recycled. One copy of each Certificate of Recycling signed by a responsible facility official for property removed will be provided to the generator as listed on the shipping paper or manifest to be submitted prior to or with the invoices.

2.0.7 Spills, Containment and Clean Up

The Bidders shall be solely responsible for any and all spills or leaks during the performance of a resulting contract, which occur as a result of or are contributed to by the actions of its agents, employees, or Subcontractors. The Bidders agrees to clean up such spills or leaks to the satisfaction of the County and in a manner that complies with applicable local, state and federal laws and regulations. The clean up shall be at no additional cost to the County. The Bidders shall report all such spills or leaks regardless of their quantity to the County immediately upon discovery. A written follow-up report shall be submitted not later than 24 hours after the initial telephone report. The written report shall be in narrative form and as a minimum include the following:

- A. Description of item spilled (including identity, quantity, manifest no., etc).
- B. Whether amount spilled is EPA/state reportable, and if so whether it was reported.
- C. Exact time and location of spill including a description of the area involved.
- D. Containment procedures initiated.
- E. Summary of any communications Bidder had with press or government officials other than County.
- F. Description of clean-up procedures employed or to be employed at the site including the disposal location of spill residue.
- G. Work orders shall have the following information:
 - i. Specify services performed.
 - ii. Staff titles and hours worked.
 - iii. Methods and Materials used.
 - iv. Name and Address of Disposal Facility.
- H. Bidders shall be required to provide a 24 hour emergency contact. This person(s) must have authority to provide what is needed in an emergency. Failure to respond may be grounds for default or termination.
- I. Bidders shall furnish manpower and equipment necessary to meet the needs of the County. Cost estimates for identified work items, including labor, equipment, materials, and supplies to be used, shall be furnished to the County for review/authorization prior to commencement of work.

2.1 Emergency Spill Response

Emergency spill response service shall be provided to the County on an as needed basis, responding within two (2) hours of such request. Bidders shall identify the level of response service provided. Such services shall be provided 24 hours a day, seven (7) days a week. Such services shall be provided to the County to insure that spill-clean-up procedures are in accordance with State and Federal regulations and protect public and all County property.

2.2 Emergency Response Plan

Bidders shall:

- A. Provide confirmation to the County's on-scene incident commander within 15 minutes of a request to respond.
- B. Maintain a twenty-four (24) hour a day communication system.
- C. Select, provide and maintain response equipment and personal protective equipment based upon level of hazard and OSHA regulations.
- D. Shall arrive on the scene with the appropriate materials, equipment and personnel within two (2) hours of such request. Upon arrival at the scene, the Bidder shall meet with County's on-scene Incident Commander to organize procedures and operations.
- E. A site safety and control plan shall be established and reviewed prior to bidders commencing mitigation efforts. A copy of plan shall be submitted to County's on scene commander. The safety plan shall include the following:
 - i. Summary analysis of hazards on the site and a risk analysis of those hazards.
 - iii. Chemical site hazards
 - iv. Physical site hazards
 - v. A site map or sketch to include:
 - Hot, warm and cold zones
 - Work areas

- Decontamination areas
- Access control points
- Command post
- Staging area
- Any other information that the Bidders or Incident Commander deems necessary.

F. At any time, when requested, the Bidders must produce documentation of their employees' training. This documentation shall be on every incident scene while the employee is working.

G. After areas of contamination are determined, control areas and decontamination areas will be designated and the information disseminated to the bidders operating personnel and the County's on-scene Incident Commander, the work shall be performed in accordance with all Federal, State and Local regulations. Such work shall be subject to approval of the County's on-scene Incident Commander.

H. After all parameters at the scene have been identified, recovery and containment procedures shall commence using the proper recovery container(s) for the particular substance.

2.3 Required Licenses/Certifications

- A. Bidders shall be a California registered hauler of Hazardous Waste Material.
- B. United States Department of Transportation Title 49
- C. Hazardous Materials Certificate of Registration Title 49
- D. United States Environmental Protection Agency (Region 9)
- E. EPA ID number with a listed status as: Hazardous Waste Transporter
- F. State of California Department of Motor Vehicles Motor Carrier Permit; Classification 'For Hire'
- G. Department of California Highway Patrol Hazardous Materials Transportation License
- H. Business License
- I. State of California Licenses:
 - i. Certified Hazardous Substance Removal.
 - ii. Title 13 California Code of Regulation.
 - iii. California Vehicle Code Section 34500; Trucks Transporting hazardous Materials
 - iv. State Contractor Certification for Hazardous Waste Substance Removal; Business and Professions Code Section: 7058.7.

2.4 Safety

2.4.1 Bidders shall be solely and completely responsible for condition of the premises on which the work is performed and for safety of all persons and property on the site during performance of the contract. Bidders shall conform to all governing safety regulations.

2.4.2 The Bidders firm must be a State Certified Hazardous Waste Contractor and Transporter. All Bidders service personnel shall have a current 40 hour-Hazardous Waste Worker Training, meeting the requirements of Cal-OSHA Regulations, and Title 8, CCR, Section 5192.

2.5. Training and Personnel:

2.5.1. All Bidders personnel shall have the following:

- A. Forty (40) hours Hazardous Waste Operations and Emergency Response (HAZWOPER) or equivalent.
- B. Evidence of the most recent annual 8 hour refresher (HAZWOPER) training.
- C. Annual Respirator Fit Testing.
- D. CPR/First Aid Training.

2.5.2 Additional requirements: Supervisor (additional training requirements for the Project Manager will include):

- A. Annual 8 hour Supervisory training as appropriate.
- B. HHW project management training.
- C. Radioactive monitoring and training.
- D. CPR/first aid training.

2.6 Waste Handling and Protection Requirements:

2.6.1. Handling:

2.6.1.1. Bidders shall supply all required DOT (Department of Transportation) vehicle placards and apply all required DOT labels and Hazardous Waste labels to waste containers when transporting waste.

2.6.1.2. Bidders shall perform all required tests to determine the proper DOT hazard category for all transportable waste.

2.6.2. Protection:

2.6.2.1. The County requires all Bidders service personnel to be equipped with personal protective clothing and equipment (PPE), as deemed necessary for the Level of Response at each cleanup site.

2.6.2.2. County requires a minimum Level D - PPE, upon arrival at each cleanup site. County shall determine and communicate the level of response, prior to ordering services from the Bidders.

2.6.2.3 Bidders shall be responsible for ensuring their service personnel are equipped with the appropriate levels of PPE according to OSHA 29 (CFR) 1910.

2.7. Waste Hauling Vehicle Requirements:

2.7.1. Bidders vehicles must meet DMV (Department of Motor Vehicles) code requirements CHP Inspection Program Requirements, Cal-OSHA and Fed OSHA regulations in addition to all other applicable codes required for use on Highways.

2.7.2. All applicable State and Federal permits for transportation and disposal of hazardous waste are the responsibility of Bidders.

2.7.3. Bidders shall profile all waste streams prior to transporting the waste to a (TSD) Treatment, Storage and Disposal facility and shall handle all manifests and related documentation.

2.8. Disposal of Wastes:

2.8.1. Bidders shall transport all hazardous waste to an authorized and permitted Treatment, Storage and Disposal Facility (TSDF) or to the Bidders facility, providing this facility is a designated transfer station and is legally permitted and in compliance with local zoning laws.

2.9. Reporting:

2.9.1. Bidders shall provide separate work order forms for each service response, to be included with the invoice to County.

2.9.2 Work orders shall have the following information:

- a. Specify services performed
- b. Staff titles and hours worked
- c. Methods and Materials used
- d. Name and Address of Disposal Facility

2.10 Pick-Up Location

Riverside County Regional Medical Center - Located at: 26520 Cactus Avenue, Moreno Valley, California 92555

3.0 DEFINITIONS

Wherever these words occur in this RFP, they shall have the following meaning: Any other acronyms?

A. "Addendum" shall mean an amendment or modification to the RFP (Request for Proposals).

B. "Bid" shall mean the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.

C. "Bidder" shall mean an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.

D. "Contractor" shall mean any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor and Vendor are used interchangeably.

E. "MQs" shall mean minimum qualifications.

F. "COUNTY" shall mean the County of Riverside and Riverside County Regional Medical Center. For purposes of this RFP RCRMC and County are used interchangeably.

G. "RFP" shall mean Request for Proposal.

4.0 WORK PRODUCT

4.1 All work papers prepared in connection with the contractual services will remain the property of the successful Bidder's however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

5.0 TIMELINE

DATES:

1. RELEASE OF REQUEST FOR PROPOSAL	February 13, 2009
2. MANDATORY BIDDERS MEETING	March 3, 2009 Time: 9:30A.M. Location: 14375 Nason Street, Suite 208 Moreno Valley, CA 92555
3. DEADLINE FOR SUBMISSION OF QUESTIONS Email: rstrickland@co.riverside.ca.us	March 17, 2009 @ 9:30A.M.
4. DEADLINE FOR PROPOSALS	March 24, 2009 @ 1:30P.M.
5. TENTATIVE DATE FOR AWARDED RFP: Approximately 30 to 120 days after the RFP closes.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at: www.Purchasing.ca.riverside.ca.us

6.0 PERIOD OF PERFORMANCE

The period of Performance shall be for five (5) year(s), renewable in one-year increments, with the completion date of June 30, 2014, with no obligation by the County of Riverside to purchase any specified amount of services.

7.0 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal." The submitted proposal shall be prepared in a bound notebook(s). **One (1) original and four (4) additional copies, each in a 3 ring binder, and one (1) (Microsoft Word or PDF document formatted on a virus free CD or flash drive), shall be submitted. Faxed or emailed proposals will not be accepted.**

ALL BIDS MUST BE SENT TO:

County of Riverside
Purchasing and Fleet Services
Attention: Richard P. Strickland
RFP# MCARC097
2980 Washington Street
Riverside, CA 92504-4647

8.0 GENERAL REQUIREMENTS

Procedures for Submitting Proposals

- 8.1. All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain a cover page with a certification of intent to meet the requirements specified.

- 8.2. The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.
- 8.3. The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 8.4. The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 8.5. Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline of 2009.
- 8.6. Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 8.7. Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided, each section clearly titled, with tabs A-I, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See *Enclosed Manual*" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.
- 8.8. **Late proposals will not be accepted.** Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 8.9. The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

9.0 REQUIRED FORMAT OF PROPOSALS

Proposals must contain the following sections:

- A. Table of Contents
- B. Proposal Cover Page (Page 4 of this RFP) and Corporate/Company/Agency Profile
- C. Description of Services
- D. Cost Proposal
- E. Credentials/Resumes/Certifications/Licenses
- F. References
- G. Evidence of Insurability/ Business Licenses
- H. Financial Information
- I. Clarification/Exceptions/Deviations

A. Table of Contents

This section shall include a comprehensive table of contents that identifies material by sections A –I (in the order list above) and by sequential page numbers..

B. Proposal Cover Page and Corporate/Company/Agency Profile

The Proposal Cover Page (page 4 of this RFP) must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

The Proposal Cover Page shall be followed by a letter of introduction followed by the Corporate Profile.

Corporate Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e., partnership, corporation, etc.);
2. Proof of non-profit status, if applicable;
3. Company overview of services or activities performed, include:
 - a. The history of the bidder's firm- include a brief history of the firm.
 - b. The number of years in business under the present business name, as well as prior business names.
 - c. Number of years experience providing the proposed, equivalent, or related services.
 - d. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart. Organizational chart shall clearly identify all positions that are being proposed to be funded under the project.
 - e. Company size - number of staff, proposed number of staff to provide services, and participant base.
 - f. Location of the office from which the work under this contract will be provided and the staff allocation at that office.
4. Whether the bidder holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. (If applicable)

C. Description of Services

All proposals must include a detailed description of the services to be rendered, including but not limited to the following:

1. A written general understanding to the requirements in the scope of services as detailed in the RFP, Appendix A, Points 2.0-2.10, including:
 - a. Provide a work plan or description of how the work will be performed.
 - b. Give precise detail on your project reporting mechanisms. Include:
 - i. A complete description of how the interaction between the bidder's company and the County will take place to ensure that the services are performed and to the County's satisfaction, including resolving problems that may be encountered during the project.
 - ii. Time of work- Detail time frame and phases of the work
 - iii. Describe the bidder's company policies regarding this project to ensure proper compliance and quality assurance.
 - iv. Provide the bidder's company safety regulations, policy and procedures.
 - v. Provide the bidder's company employee training.
 - c. Indicate whether or not the bidder will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted.
 - d. Provide a sample invoice.
 - e. Provide a full description of vehicles utilized for this service.

f. Provide information on delivery of storage containers, schedules, remediation of spill sites.

D. Cost Proposal

In this section, please complete and include the Cost Proposal Sheet attached as Exhibit A. Bidders may also include any other documents as information to further explain the proposed costs. Proposals must fully describe all costs to charges to County as part of this project. As stated in the Cost Proposal Sheet, bidders must provide fully inclusive blended rates, which include all of the bidders, project-related or supported expenses.

Describe how costs will be controlled and properly identified to the specific tasks, while providing a high quality of services, high level of integrity and outcomes.

E. Credentials/Resumes/Certifications/Licenses

This section shall state the person(s) responsible for administering or providing the services. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification or licenses held if applicable.

Bidder shall specifically provide the following information on all employees to be providing service:

- Description of education;
- General experience;
- Experience or education related to the RFP project;
- Letters of reference if available;
- Any other information, which will assist in evaluating qualifications.

F. References

All bidder(s) must include present and past performance information with a minimum of three (3) references. Each reference shall include:

- Dates of work performed.
- Current contact person, company, address, and email and telephone number for each reference identified.
- Describe recent similar projects that are equivalent to the County. These experiences must show the qualifications of the bidder's capabilities to complete the County's requirements. Provide a summary of the scope of services performed for these other projects.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

G. Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the vendor has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Copy of **current** business license or other applicable licenses.

H. Financial Statement

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Copy of **current** business license or other applicable licenses.

I. Clarification, Exceptions or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The following contractual terms are non-negotiable:

1. Indemnification
2. All insurance terms
3. Termination
4. Ownership/Use of Contract Materials and Products(If applicable)
5. Disputes
6. Governing Law

10.0 EVALUATION CRITERIA

Proposals may be evaluated based on the criteria listed below, to include but not limited to:

1. Overall responsiveness and general understanding of the RFP requirements,
2. Bidder's experience and ability.
3. Overall cost to the County.

11.0 EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the CONTRACTOR to contact any other County representative may result in disqualification of the CONTRACTOR. All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

12.0 INTERPRETATION OF RFP

The CONTRACTOR must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any CONTRACTOR planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected CONTRACTOR. A sample of the standard County contract to be used for this project is attached as Exhibit C. If an agreement cannot be reached, negotiations with the second ranking CONTRACTOR shall commence.

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The following contractual (Exhibit C of this RFP) terms are non-negotiable:

- Indemnification (Point 21)
- All insurance terms (Point 22)
- Termination (Point 5)
- Ownership/Use of Contract Materials and Products ((If applicable) Point 6))
- Disputes (Point 11)

- Governing Law (Point 23.11)

14.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes “public record” as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. 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 in part or in its entirety this Request of Proposal if it is in the best interest of the County.

15.0 CONFIDENTIALITY AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

16.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- ❖ Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- ❖ Friday following Thanksgiving Day.
- ❖ December 24 and 31 when they fall on Monday.
- ❖ December 26 and January 2, when they fall on Friday.
- ❖ Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

EXHIBIT A
COST PROPOSAL SHEET

The County uses 55 gallon drum containers for waste items storage, except as identified in the table below.

Removal/Transportation/Disposal Inclusive of all labor, materials, equipment, transportation, documentation, containers, disposal, And recycle expenses.	Container	Bid Price
Aerosol can	30 gal drum	\$_____/per drum
Contaminated Oil (Non-Recyclable)	55 gal drum	\$_____/per drum
Disposal of Waste Oil	55 gal drum	\$_____/per drum
Drum Charge (if any)	55 gal drum	\$_____/per drum
Drum Labeling Charge (if any)	5 gal drum	\$_____/per drum
	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Dry Sweep & Used Rags (mixed & combined) collected and stored	Bins / Dumpsters 2 ½ yards (roll off w/plastic lid)	\$_____/per/Bin/Dumpster or \$_____/per yard
Dry Absorbent mixed with Rags	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Fluorescent Lamp Removal	4' & 8' lamps	\$_____/per foot
Fuel Filter Pick-up	5 gal drum	\$_____/per drum
Recyclable and Non-Recyclable Universal Waste Batteries	5 gallon drum	\$_____/per drum
	30 gallon drum	\$_____/per drum
Steam Cleaner Pit Clarifier Sludge	2,000 gal Tank	\$_____/per gallon
Solvent Tank Rental & Service	30 gal	\$_____/monthly
		\$_____/quarterly
Sample Testing (When Required)	Test	\$_____/per test
Truck Wash Out - Contaminated Load	Load	\$_____/per load
Used Oil Filters	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Used Oil Filters - Crushed	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Waste Anti-Freeze	55 gal drum	\$_____/per drum
Waste Oil (stored above ground & must be pumped out)	500 gal Tank (or less)	\$_____/per gallon
	800 gal Tank	\$_____/per gallon
	1400 gal Tank	\$_____/per gallon
Waste Solvent	55 gal drum	\$_____/per drum
Waste Paint - Latex (recyclable)	55 gal drum	\$_____/per drum
Waste Paint - Oil Based (flammable)	55 gal Metal drum or Tri-wall	\$_____/per drum
	Yard Box	\$_____/per yard box
Broken CRT Glass	55 gal drum	\$_____/per drum
Flammable Solids	55 gal Metal drum or	\$_____/per drum
	Tri-wall Yard Box	\$_____/per yard box

Definitions: "Waste Oil" means recyclable. "Contaminated Oil" means non-recyclable.

All of the material listed above will be 100% recycled so no deposit tax will apply. Bid prices for 2 ½ yard bins includes transportation and replacement bins. The sample testing is only for the waste oil and contaminated oil. Bidders must have the ability to remove hazardous waste from our underground storage tank that is connected to our decontamination area.

LAB PACKED DRUMS:		
Flammable Solids	55 gal metal drum	\$_____/per drum
Flammable Liquids	55 gal metal drum	\$_____/per drum
Acid Liquids	30 gal Poly drum	\$_____/per drum
	55 gal Poly drum	\$_____/per drum
Acid Solids	30 gal Poly drum	\$_____/per drum
	55 gal Poly drum	\$_____/per drum
Base Solids	30 gal Poly drum	\$_____/per drum
	55 gal Poly drum	\$_____/per drum
Base Liquids	30 gal Poly drum	\$_____/per drum
	55 gal Poly drum	\$_____/per drum
Oxidizer Solid	5 gal drum	\$_____/per drum
	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Oxidizer Liquid	5 gal drum	\$_____/per drum
	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Pesticide Solid	5 gal drum	\$_____/per drum
	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Insecticides L & S	5 gal drum	\$_____/per drum
	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Alcohol Waste	5 gal drum	\$_____/per drum
	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Formalin	5 gal drum	\$_____/per drum
	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Hemotoxalyn	5 gal drum	\$_____/per drum
	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Clear-Rite	5 gal drum	\$_____/per drum
	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Xylene	5 gal drum	\$_____/per drum
	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Eosin	5 gal drum	\$_____/per drum
	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
Lead Aprons	5 gal drum	\$_____/per drum

	30 gal drum	\$_____/per drum
Herbicides L & S	5 gal drum	\$_____/per drum
	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum
PCB Ballasts	55 gal drum	\$_____/per drum
Non-PCB Ballasts	55 gal drum	\$_____/per drum
Appliance/white Goods, Mercury Switches	55 gal drum	\$_____/per drum
Elemental Mercury	5 gal drum	\$_____/per drum
Non-RCRA	30 gal drum	\$_____/per drum
	55 gal drum	\$_____/per drum

EMERGENCY RESPONSE RATE SHEET

<u>Transporation Equipment</u>	<u>Rate Per Hour</u>
Vacuum Truck w/Operator	\$
Stainless Vacuum Truck w/Operator	\$
24' Stake bed Truck w/Operator	\$
27' Van w/Operator	\$
48' Van Truck w/Operator	\$
Roll Off Truck w/Operator	\$
Roll Off Truck Tandem w/Operator	\$
Bin Rental	\$
Crew Truck	\$
Gear Truck w/ Operator	\$
Emergency Response Unit	\$
<u>Personnel</u>	<u>Rate Per Hour</u>
Project Manager	\$
Supervisor	\$
Field Technician	\$
Field Chemist	\$
Equipment Operator	\$
Administrative Support	\$
Laborer	\$
<u>Personal Protective Equipment</u>	<u>Rate Per Hour</u>
Level A - Fully encapsulated protective suit, including air	\$
Level B - Self contained breathing suit, including 30 min supplied air	\$
Level C - Tyvek suit, half face respiratory protection, goggles, gloves	\$
Level D - Work uniform	\$

<u>Field Equipment</u>	<u>Rate Per Hour</u>
Generator	\$
Pressure Washer	\$
Air Compressor	\$
Drum Pumps (20 gallon/min.)	\$
Air Driven Pump (30 gallon/min.)	\$
Air Driven Pump (70 gallon/min.)	\$
Tote Tanks	\$
Cutting Torch	\$
Portable Lights	\$
<u>Field Instrumentation</u>	<u>Rate Per Hour</u>
Air Monitor (photo ionization detection)	\$
Combustible gas/oxygen meter	\$
Drager test pumps	\$
Drager test tubes	
Field Haz Cat Test	
<u>Miscellaneous Supplies</u>	<u>Rate Per Hour</u>
55 gallon steel/poly drums	\$
30 gallon steel/poly drums	\$
15 gallon steel/poly drums	\$
5 gallon steel/poly pails	\$
Vermiculite	\$
Drum liners	\$
Truck liners (end dumps)	\$
Bin liners (roll-off)	\$

Non-Emergency Rates for Roll-Off Container

<u>Roll-Off Container Demolition Type</u>	<u>Regular Cost Rates</u>
8ft wide x 15 ft length x 3 ft height.	
Cost Option 1	
Bidder to provide Vactor truck to pump out the clarifier in to the roll-off container and haul away.	
Cost Option 2	
Bidder to provide cost only to haul away roll-off container and contents pumped into container.	

EXHIBIT B
SAMPLE AGREEMENT

PROFESSIONAL SERVICE AGREEMENT

for

HAZARDOUS WASTE DISPOSAL

between

COUNTY OF RIVERSIDE

and

(INSERT COMPANY NAME)



This Agreement, made and entered into this ____ day of ____, 2009, by and between (INSERT COMPANY NAME), (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of (INSERT # OF PAGES) pages at the prices stated in Exhibit B, Payment Provisions, consisting of (INSERT # OF PAGES) pages.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through (INSERT DATE), with the option to renew for (INSERT # OF RENEWALS YEARS), renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed (INSERT DOLLAR AMOUNT) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas (Insert type of item or service) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(INSERT DEPARTMENT NAME AND ADDRESS)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (**insert contract ID#**); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that

CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

(INSERT DEPARTMENT NAME)

(INSERT ADDRESS)

CONTRACTOR

(INSERT CONTRACTOR NAME)

(INSERT ADDRESS)

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected

and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in

an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.5 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

(INSERT DEPARTMENT NAME)

(INSERT ADDRESS)

CONTRACTOR:

(INSERT CONTRACTOR NAME)

(INSERT ADDRESS)

Signature: _____

Signature: _____

Print Name: (YOUR NAME HERE)

Print Name: (CONTRACTOR NAME HERE)

Title: (INSERT TITLE)

Title: (INSERT TITLE)

Dated: _____

Dated: _____

(Insert)

EXHIBIT A

SCOPE OF SERVICE

(INSERT SCOPE OF SERVICE)

EXHIBIT B

PAYMENT PROVISIONS

(INSERT PAYMENT SCHEDULE)

EXHIBIT C
LOCAL PREFERENCE
Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to RFP MCARC097.

Definition of Local Business

A local business shall mean business firms with fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the County, and in doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses or un-staffed sales offices shall not suffice to establish status as a "local business". To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located in.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____

If less than 6 month, list previous
Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc): _____

Signature of Company Official

Date

Submittal of false data will result in disqualification of local preference and/or doing business with Riverside County.