

**COUNTY ADMINISTRATIVE OFFICE  
PURCHASING & DISPOSITION TEAM  
COUNTY OF HUMBOLDT**

825 5th Street, Room 112, Eureka, CA 95501-1153  
Telephone (707) 268-2544 Fax (707) 445-7299  
[purchasing@co.humboldt.ca.us](mailto:purchasing@co.humboldt.ca.us)

**COUNTY OF HUMBOLDT**

**REQUEST FOR PROPOSALS – NO. DPW2017- 201  
Provision of Bulk Fuel and Petroleum Products**



**Request for Proposal (RFP)  
Cover Page**  
County Administrative Office  
County of Humboldt, Eureka, CA

**COUNTY AGENCY**  
**RFP NUMBER**

**Purchasing**

**DPW2017- 201**

**RFP TITLE**

**BULK FUEL AND PETROLEUM PRODUCTS**

**PURPOSE**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for various fuels and lubricants for vehicles and equipment for use by departments within the County of Humboldt

**DEADLINE FOR  
RFP SUBMISSION**

**DEADLINE FOR PROPOSALS TO BE RECEIVED**

May 12, 2017

1 30 P M Pacific Standard Time

ORIGINAL PROPOSALS ONLY

LATE, FAXED, EMAILED OR UNSIGNED PROPOSALS WILL BE REJECTED

**SUBMIT RFP TO  
THIS ADDRESS**

HUMBOLDT COUNTY PURCHASING TEAM  
HUMBOLDT COUNTY COURTHOUSE  
825 FIFTH STREET, ROOM 112  
EUREKA, CA 95501

**SPECIAL  
INSTRUCTIONS**

- Label the lower left corner of your sealed submittal package with the RFP number
- Submit one original with five additional copies of proposal with required forms

**DIRECT ALL INQUIRES  
TO**

**NAME** Bev Pixley  
**TITLE** Purchasing Coordinator  
**PHONE #** 707/268-2541  
**FAX #** 707/445-7299  
**EMAIL** bpixley@co Humboldt ca us  
**WEB SITE** [http //www co Humboldt ca us/purchase](http://www.co Humboldt ca us/purchase)

**DATE RFP ISSUED April 28, 2017**

**REQUEST FOR PROPOSALS – NO. DPW2017-201**  
**PROVISION OF BULK FUEL AND PETROLEUM PRODUCTS**

**TABLE OF CONTENTS**

<b>1.0</b>	<b><u>DEFINITIONS:</u></b>	5
1.1	Terms	5
1.2	Abbreviations	5
<b>2.0</b>	<b><u>INTRODUCTION:</u></b>	5
2.1	Statement of Purpose	5
2.2	Overview of the Proposal Process	6
<b>3.0</b>	<b><u>PRELIMINARY SCOPE OF SERVICES:</u></b>	6
3.1	Provision of Bulk Fuel Products and Related Services	6
3.2	Provision of Bulk Petroleum Products and Related Services	7
<b>4.0</b>	<b><u>REQUIREMENTS STATEMENT:</u></b>	7
4.1	Performance Standards	7
4.2	General Duties and Obligations of the Successful Proposer(s)	10
<b>5.0</b>	<b><u>SCHEDULE OF EVENTS:</u></b>	10
<b>6.0</b>	<b><u>GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:</u></b>	11
6.1	Proposal Submission	11
6.2	Withdrawal of Submitted Proposals	11
6.3	Proposal Modification	11
6.4	Proposer Investigations	11
6.5	Expenses Incurred in Preparing Proposals	12
6.6	Right of County Reject Proposals	12
6.7	Public Records and Trade Secrets	12
6.8	Conflict of Interest	12
<b>7.0</b>	<b><u>REQUIRED FORMAT OF PROPOSALS:</u></b>	12
7.1	General Instructions and Information	12
7.2	Cover Letter	13
7.3	RFP Signature Affidavit	13
7.4	Proposal Table of Contents	14
7.5	Business Profile	14
7.6	Quality Assurance Capabilities	15
7.7	Cost Proposals	16
7.8	Documentation	17
7.9	References	17
7.10	Evidence of Insurability and Business Licenses:	17
7.11	Exceptions, Objections and Requested Changes:	18
7.12	Required Attachments	18
<b>8.0</b>	<b><u>EVALUATION CRITERIA AND SELECTION PROCESS:</u></b>	18
<b>9.0</b>	<b><u>CONTRACT DEVELOPMENT:</u></b>	19
9.1	Award of Professional Services Agreements	19
9.2	Contractual Requirements	20

It is the intent of this RFP to provide the specifications and terms and conditions pertaining to the provision of bulk fuel and/or petroleum products and related services so that Proposers may present their capabilities to provide any or all of the products and services set forth herein. Information submitted in response to this RFP shall be objectively evaluated to determine those companies best qualified to provide the bulk fuel and/or petroleum products and services set forth in this RFP. This is a non-binding solicitation for services.

## 2.2 Overview of the Proposal Process:

Each Proposer may submit a Proposal for the provision of either bulk fuel or petroleum products, or submit separate Proposals for the provision of both bulk fuel and petroleum products. Proposals regarding the provision of bulk fuel products may be made by fuel type or a combination of fuel types set forth in this RFP. The provision of the petroleum products set forth in this RFP shall not be divided and will be awarded to one Successful Proposer.

## 3.0 PRELIMINARY SCOPE OF SERVICES:

This section only presents a preliminary scope of services to generally communicate the County's expectations for the provision of bulk fuel and/or petroleum products and related services. A final scope of services will be developed by the County and the Successful Proposer(s). All Proposers will be held strictly to the requirements, standards and protocols set forth in this RFP and the sample Professional Services Agreement attached hereto as Attachment F. Such requirements, standards and protocols will be incorporated into the final Professional Services Agreement(s) between the County and the Successful Proposer(s). The volumes of bulk fuel and petroleum products set forth in this RFP, and the Service Lists attached hereto as Attachment A and Attachment B, are estimates based on past usage only and are not to be construed as a commitment by the County to purchase any specific amount of bulk fuel and/or petroleum products.

### 3.1 Provision of Bulk Fuel Products and Related Services:

- A. **Gasoline.** The Successful Proposer(s) shall provide the County with approximately 88,800 gallons of unleaded gasoline on an annual basis throughout the term of the final Professional Services Agreement(s). Gasoline delivered to the County pursuant to the terms and conditions of a final Professional Services Agreement(s) shall have an octane level of eighty-seven (87) or higher, and meet or exceed any and all applicable ASTM International fuel specifications approved by the State of California at the time such deliveries are made. Projected volume does not include Cardlock gallons.
- B. **Diesel Fuel.** The Successful Proposer(s) shall provide the County with 64,450 of ultra-low sulfur dyed diesel fuel on an annual basis throughout the term of the final Professional Services Agreement(s). Diesel fuel delivered to the County pursuant to the terms and conditions of a final Professional Services Agreement(s) shall meet or exceed any and all applicable ASTM International fuel specifications approved by the State of California at the time such deliveries are made. Projected volume does not include Cardlock gallons.
- C. **Fuel Station Testing and Other Environmental Services.** The Successful Proposer(s) shall conduct, at a minimum, annual fuel station testing, and all other environmental testing services, required to maintain compliance with all applicable local, state and federal laws, regulations, standards and permits. The Successful Proposer(s) shall be responsible for scheduling all fuel tank and/or environmental testing services to be performed pursuant to the terms and conditions of the final Professional Services Agreement(s) awarded as a result of this RFP Process. The County shall be notified of all fuel station and environmental tests and provided

removed  
as part of  
service  
5-8-17

with hard copies of the results thereof. The Successful Proposer(s) shall also be responsible for complying with all applicable local, state and federal records management requirements pertaining to the fuel station and/or environmental testing services performed pursuant to the terms and conditions of the final Professional Services Agreement(s).

### **3.2 Provision of Bulk Petroleum Products and Related Services:**

**A. Lubricants.** The Successful Proposer shall provide the County with approximately four thousand seven hundred fifty (4,750) gallons of the lubrication oils and greases set forth in Attachment B on an annual basis throughout the term of the final Professional Services Agreement awarded as a result of this RFP process. Lubricants delivered to the County pursuant to the terms and conditions of the final Professional Services Agreement shall, at a minimum, meet or exceed the product specification reference listed and be in compliance with the current California Air Resource Board regulations at the time such deliveries are made.

*removed as part of service 5-8-17*

**B. Environmental Testing Services.** The Successful Proposer shall conduct any and all necessary environmental testing services, in order to ensure continued compliance with all applicable local, state and federal laws, regulations and standards throughout the term of the final Professional Services Agreement awarded as a result of this RFP process. The Successful Proposer shall be responsible for scheduling all environmental testing services to be performed pursuant to the terms and conditions of the final Professional Services Agreement. The County shall be notified of all environmental tests and provided with hard copies of the results thereof. The Successful Proposer shall also be responsible for complying with any and all applicable local, state and federal records management requirements pertaining to the environmental testing services performed pursuant to the terms and conditions of the final Professional Services Agreement.

## **4.0 REQUIREMENTS STATEMENT:**

### **4.1 Performance Standards:**

#### **A. Fuel and Lubricant Specifications.**

1. The Successful Proposer(s) shall have the sole responsibility for selecting the brand of fuel and/or petroleum products that they intend to provide to the County pursuant to the terms and conditions of the final Professional Services Agreement(s). The Successful Proposer(s) must be responsive to possible changes in product specifications and brand choice as vehicle and/or specifications may require.
2. The Successful Proposer(s) shall not change fuel or lubricant brands during the term of the final Professional Services Agreement(s), or any extension thereof, without prior written authorization from the County. Written requests for changes in fuel and/or lubricant brands must be accompanied by evidence that the replacement brand meets the requirements of the final Professional Services Agreement(s) and does not result in a cost increase for the County. Changes in fuel and/or lubricant brands shall not take place until an amendment to the final Professional Services Agreement(s) has been duly executed by both parties.
3. The Successful Proposer(s) shall be responsible for all costs and expenses resulting from the use of substandard or contaminated fuel and/or lubricants, including, without limitation, the costs associated with removing contaminated fuel and/or lubricants from the County's tanks or drums, repairing damage to machinery, replacing equipment or

vehicle parts and any additional expenses.

4. The Successful Proposer(s) shall be responsible for submitting all applicable Material Safety Data Sheets relating to the fuel and/or lubricants provided to the County pursuant to the terms and conditions of the final Professional Services Agreement(s).

**B. Delivery Requirements.**

1. The Successful Proposer(s) shall be responsible for delivering the bulk fuel and/or petroleum products set forth in this RFP to each County site that requires bulk fuel and lubricant deliveries. Delivery locations house convault style containers with the exception of the mobile rock crusher which has a similar tank not on a pedestal. Delivery locations include, without limitation, all of the following County sites:
  - a. Dobbins Creek maintenance yard – 22524 Alderpoint Road, Alderpoint, California 95511 (un-manned location);
  - b. Elk Creek maintenance yard – 1860 Elk Creek Road, Myers Flat, California 95554 (un-manned location);
  - c. Ferndale maintenance yard - 5<sup>th</sup> and Arlington near fairgrounds, Ferndale, California 95536;
  - d. Freshwater maintenance yard – 3100 Kneeland Road, Eureka, California 95503;
  - e. Garberville maintenance yard– 100 County Yard Road, Garberville, California 95542;
  - f. Loleta maintenance yard – 75 Hookton Cemetery Road, Loleta, California 95551;
  - g. Mattole maintenance yard – 37581 Mattole Road, Petrolia, California 95558 (un-manned location);
  - h. McKinleyville maintenance yard – 1450 Grand Road, McKinleyville, California 95519;
  - i. Rohnerville maintenance yard – 2330 Airport Road, Fortuna, California 95540;
  - j. Hoopa maintenance yard – Shoemaker Road, Hoopa, California, 95546;
  - k. Eureka vehicle repair shop – 3130 Jacobs Ave, Eureka, California 95501;
  - l. Mobile rock crusher – this equipment moves throughout the year.
2. The Successful Proposer(s) shall be responsible for making all fuel and/or lubricant deliveries required under the final Professional Services Agreement(s) Monday through Thursday, 6:30 a.m. to 5:00 p.m. Pacific Standard Time (“PST”) during the summer and Monday through Friday, 7:30 a.m. to 4:00 p.m. PST during the winter. A mutually agreed upon delivery schedule will be included in the final Professional Services Agreement(s). The Successful Proposer(s) shall notify the County of any unexpected events that may delay or prevent fuel and/or lubricant deliveries from being made at the agreed upon time.

3. The Successful Proposer(s) shall be responsible for making deliveries of the bulk fuel and/or petroleum products set forth in this RFP in response to emergency calls from the County on as-needed basis throughout the term of the final Professional Services Agreement(s). The Successful Proposer(s) shall provide the County with contact information, including telephone numbers, fax numbers and email addresses, of any and all office and/or delivery personnel that will be responsible for responding to emergency calls.
4. The Successful Proposer(s) shall record the amount of fuel and/or lubricants delivered to each County facility pursuant to the terms and conditions of the final Professional Services Agreement(s). The Successful Proposer(s) shall also obtain a legible delivery signature after each delivery required under the final Professional Services Agreement(s) is made.
5. The Successful Proposer(s) shall be responsible for performing all deliveries of bulk fuel and/or petroleum products to County facilities pursuant to the terms and conditions of the final Professional Services Agreement(s) in a safe and professional manner.
6. The Successful Proposer(s) shall ensure that all personnel responsible for delivering bulk fuel and petroleum products pursuant to the terms and conditions of the final Professional Services Agreement(s) are adequately trained regarding safety measures associated with the delivery of such products.
7. The Successful Proposer(s) shall ensure that all personnel responsible for delivering bulk fuel and petroleum products pursuant to the terms and conditions of the final Professional Services Agreement(s) conduct themselves in a professional and courteous manner when on County premises, including, without limitation, wearing company apparel with visible photo identification and adhering to the County's policies prohibiting the use of alcohol, drugs and tobacco.
8. The Successful Proposer(s) shall ensure that all equipment and vehicles used to deliver bulk fuel and/or petroleum products pursuant to the terms and conditions of the final Professional Services Agreement(s) are compatible with the County's fuel and/or oil tanks and in good working order.

**C. Protection of Property, Spill prevention and Clean-up Requirements.**

1. The Successful Proposer(s) shall take all necessary precautions, as required by applicable local, state and federal law, to prevent spills, overfills or other contamination or damage to County property, including, without limitation, existing buildings, equipment, vehicles, asphalt pavement, soil or vegetation, from occurring during the provision of the bulk fuel and/or petroleum products and services set forth in this RFP.
2. The Successful Proposer(s) shall clean, replace or repair any and all County property damaged during the provision of the bulk fuel and/or petroleum products and services set forth in this RFP at no expense to the County. Should the Successful Proposer(s) fail or refuse to take the appropriate containment, clean-up and/or disposal actions, or replace or repair damaged County property, the County may, in addition to any other available remedies, have such containment, clean-up and/or disposal actions taken, and necessary replacements or repairs made, at the sole cost of the Successful Proposer(s). The County shall be entitled to deduct the cost for cleaning, replacing or repairing any County

property that is damaged by the Successful Proposer(s) from the amounts owed thereto under the terms and conditions of the final Professional Services Agreement(s)

**4.2 General Duties and Obligations of the Successful Proposer(s):**

- A. **Project Development.** The Successful Proposer(s) shall work together with the County to plan and organize information regarding the provision of the bulk fuel and/or petroleum products and services set forth in this RFP, including, without limitation, participating in regular meetings. The Successful Proposer(s) shall be available at all times to report to, and confer with County staff regarding the provision of the bulk fuel and/or petroleum products and services set forth in this RFP.
- B. **Price Reports.** The Successful Proposer(s) shall be responsible for submitting a daily Oil Price Information Services (“O P I S”) report. If more than one Proposer is selected, only one O P I S report is necessary and the Successful Proposers may split the cost of such O P I S reports. The Eureka, California section of the O P I S publication will be used as an average base price for the provision of the bulk fuel and/or petroleum products set forth in this RFP. The delivery date is used to compare invoices to that days’ OPIS report. Proposers are to define how proposal pricing is formulated i.e. if using the option of “Cap at the Rack”

**5.0 SCHEDULE OF EVENTS:**

The following schedule of events represents the County’s best estimate of the schedule that shall be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8.00 a.m. and 5.00 p.m. PST.

The County hereby reserves the right, at its sole discretion, to adjust this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals. Notification of any adjustment to the following schedule of events shall be provided to all Proposers.

EVENT	DATE
Release of RFP	April 28, 2017
Deadline for Submission of Questions	May 5, 2017
Deadline for Responses to Questions	May 8, 2017
Deadline for Proposals to be Received	May 12, 2017, 1:30 p.m. PST
Completion of the RFP Evaluation and Selection Process	May 30, 2017
Recommendation of Award to County Board of Supervisors	June 13, 2017
Finalization of the Professional Services Agreement(s)	July 11, 2017
Start Date of the Professional Services Agreement(s)	July 1, 2017



## **6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:**

### **6.1 Proposal Submission:**

Proposers shall prepare and submit one (1) original and six (6) copies of the Proposal(s) by 1:30 p.m. PST, on May 12, 2017. All Proposals shall be signed by an authorized agent of the Proposer, and must be placed in a sealed envelope clearly marked as RFP No. DPW2017-201 along with the name and address of the Proposer and the closing date and time for submission of Proposals. Proposals shall be personally delivered or mailed to:

COUNTY: Humboldt County Administrative Office – Purchasing Division  
Attention: Bev Pixley, Purchasing Coordinator  
825 Fifth Street, Room 112  
Eureka, California 95501

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened.

Time is of the essence, and any Proposal received after the above-referenced time and date for submittal, whether by mail or otherwise, will be rejected and returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that its Proposal(s) is received before the submittal deadline and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFP precludes the County from extending the deadline for submission of Proposals, or from requesting additional information at any time during the Proposal evaluation process.

### **6.2 Withdrawal of Submitted Proposals:**

A Proposer may withdraw its Proposal(s) at any time prior to the date and time specified for Proposal submission by submitting a written notification of withdrawal signed by the Proposer or an authorized representative thereof. The Proposer must retrieve the entire sealed submission package in person. Proposals will become the County's property after the submission deadline has passed.

### **6.3 Proposal Modification:**

Any Proposer who wishes to make modifications to a submitted Proposal(s) must withdraw its initial Proposal(s) as required by this RFP. All handwritten modifications must be made in ink and properly initialed by Proposer's authorized representative. It is the responsibility of the Proposer to ensure that modified Proposals are resubmitted before the designated deadline for submission of Proposals in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline has passed.

### **6.4 Proposer Investigations:**

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to provide the bulk fuel and/or petroleum products and related services, and comply with the requirements and standards, set forth in this RFP and the sample Professional Services Agreement attached hereto. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to make such investigations and examinations will not relieve the Successful Proposer(s) from its obligation to comply with all standards and requirements set forth in this RFP and the sample Professional

Services Agreement attached hereto. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer

**6.5 Expenses Incurred in Preparing Proposals:**

The County shall not pay any costs or expenses, resulting from or associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of any Proposal(s). Such expenses are to be borne exclusively by the Proposer

**6.6 Right of County to Reject Proposals:**

The County reserves the right to reject any and all Proposals or to waive, at its discretion, any irregularity which the County deems reasonably correctable or otherwise not warranting rejection of a Proposal

**6.7 Public Records and Trade Secrets:**

All proposals and materials submitted in response to this RFP shall become the County's property and are subject to disclosure under the Public Records Act, Government Sections 6250, *et seq*

This RFP and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. Specifically identified proprietary information will not be released, if the Proposer agrees to indemnify and defend the County in any action brought to disclose such information. By submitting such information, the Proposer agrees that the County's failure to contact the Proposer prior to the release of such proprietary information will not be a basis for liability by the County or any employee thereof

**6.8 Conflict of Interest:**

By submitting a Proposal(s) in response to this RFP, the Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to solicit or assist in procuring the final Professional Services Agreement(s) resulting from this RFP process, nor that any such person will be employed in the performance of such final Professional Services Agreement(s) without immediate divulgence of such fact to the County

**7.0 REQUIRED FORMAT OF PROPOSALS:**

**7.1 General Instructions and Information:**

**A. Content Requirements.** In order for Proposals to be considered for award by the County, all of the following conditions must be satisfied

1. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit, Attachment D
2. Proposals must be complete and specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable response

3. Proposals shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc are not necessary or recommended
4. All information, statements, letters and other documentation and attachments required by this RFP must be included in the original Proposal and each copy thereof

**B. Presentation Requirements.** In order for Proposals to be considered for award by the County, all of the following conditions must be satisfied

1. Proposals must be typewritten, uniformly typed in twelve (12) point font on standard letter size (8 ½” x 11”) white paper, single or double sided, with
  - a. Each section clearly titled,
  - b. Each page clearly and consecutively numbered, including all attachments,
  - c. Each page having 1 25” margins, and
  - d. Each page being clean and suitable for copying

**C. Formatting Requirements.** In order to be considered for award by the County, Proposals shall follow the format outlined herein. Failure to follow the format set forth in this RFP may result in rejection of the Proposal. Each Proposal shall consist of the following sections

- 1 0 Cover Letter
- 2 0 RFP Signature Affidavit
- 3 0 Table of Contents
- 4 0 Business Profile
- 5 0 Quality Assurance Capabilities
- 6 0 Cost Proposal
- 7 0 Documentation
- 8 0 References
- 9 0 Evidence of Insurability and Business Licenses
- 10 0 Exceptions, Objections and Requested Changes
- 11 0 Required Attachments

**7.2 Cover Letter:**

Each Proposal must contain a signed cover letter which, in one (1) page or less, describes the Proposer’s company and summarizes the Proposer’s qualifications, experience and vision for providing the bulk fuel and/or petroleum products and services set forth in this RFP

**7.3 RFP Signature Affidavit:**

Each Proposal must contain a signed and completed RFP Signature Affidavit which is attached to this RFP. The RFP Signature Affidavit must be signed by an authorized representative of the Proposer’s company. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law, including, without limitation, termination of any Professional Services Agreement(s) resulting therefrom. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the RFP Signature Affidavit

#### 7.4 Proposal Table of Contents:

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0-11.0 in the order listed herein and any subsections thereof with sequential page numbers.

#### 7.5 Business Profile:

Proposals shall include a clear and concise narrative which identifies the Proposer's ability to provide the bulk fuel and/or petroleum products and services specified in this RFP.

A. **Company Overview.** The Business Profile must include an overview of the business structure and operation of the Proposer's company. The company overview should include, at a minimum the following items:

1. The Proposer's business name, physical location, mission statement, legal business status, such as partnership, corporation, limited liability company or sole proprietorship, and the Proposer's current staffing levels.
2. A detailed description of the Proposer's current and previous business activities, including, without limitation:
  - a. The history of the Proposer's company, including the date on which the Proposer's company was founded and how the Proposer fosters high quality performance.
  - b. The number of years the Proposer has been operating under the present business name, and any prior business names under which the Proposer has provided bulk fuel and/or petroleum products and services equivalent to those set forth in this RFP.
  - c. The number of years the Proposer has been providing bulk fuel and/or petroleum products and services equivalent to those set forth in this RFP.
  - d. The total number of government agencies for which the Proposer has provided bulk fuel and/or petroleum products and services equivalent to those set forth in this RFP.
3. A detailed description of any fraud convictions related to public contracts, including the date of any such convictions, if applicable.
4. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
5. A detailed description of any federal or state violations of industry, environmental or regulatory requirements, if applicable.
6. A detailed description of any controlling or financial interest the Proposer's company has in any other companies or organizations, or whether the Proposer's company is owned or controlled by any other person or organization. If the Proposer does not hold a

controlling or financial interest in other companies or organizations, that must be stated.

**B. Statement of Qualifications.** The Business Profile must include a statement of qualifications regarding the Proposer's ability to provide the bulk fuel and/or petroleum products and services set forth in this RFP. The statement of qualifications should include, at a minimum, all of the following items:

1. The number of staff that will potentially be providing bulk fuel and/or petroleum products and services to the County.
2. The physical address of all facilities from which any of the services set forth in this RFP will potentially be provided and the staff allocation at each such facility.
3. Identification of the Proposer's management team and key personnel, including an organizational chart and resumes of each representative.
4. A detailed summary of the qualifications and experience of staff members who will provide the proposed bulk fuel and/or petroleum products and services set forth in this RFP, including job titles, responsibilities, special training, licenses, certifications and experience with other public agencies.
5. A detailed summary of the Proposer's overall experience regarding the provision of bulk fuel and/or petroleum products and services equivalent to those set forth in this RFP for public agencies.
6. A detailed description of the Proposer's knowledge of the requirements pertaining to the provision of the bulk fuel and/or petroleum products and services set forth in this RFP.
7. A detailed description of the Proposer's technical capabilities for providing the bulk fuel and/or petroleum products and services set forth in this RFP, including, without limitation, the compatibility of the Proposer's equipment with County tanks.

#### **7.6 Quality Assurance Capabilities:**

**A. Description of Services.** Proposals shall include an overview of how the bulk fuel and/or petroleum products and services provided by the Proposer will comply with the requirements set forth in this RFP. The description of services portion of the Proposal should include, at a minimum, all of the following items:

1. A detailed description of how the Proposer intends to provide the bulk fuel and/or petroleum products set forth in this RFP, including, without limitation, any portion(s) of the services that will be subcontracted and the name of the subcontractor(s) that will be performing such services.
2. A detailed delivery schedule for all County locations listed in this RFP, including, without limitation, the amount of time necessary to achieve full performance at each location, the amount of lead time necessary to accommodate call-in deliveries and the Proposer's ability to add additional locations as needed.
3. A detailed Disaster Recovery Plan outlining solutions for providing the County with uninterrupted fuel deliveries after a natural disaster or emergency event has occurred,

including, without limitation, fires, floods, earthquakes, staffing shortages, power outages, system crashes or road closures. The Disaster Recovery Plan shall include the contact information of at least two (2) members of the Proposer's staff, and a list of multiple methods of contact that can be utilized twenty-four (24) hours per day, seven days per week.

4. A detailed description of the sources from which the Proposer will obtain the bulk fuel and/or petroleum products set forth in this RFP, including the names and addresses of any and potential suppliers.
5. A detailed description of any products or services set forth in this RFP that will not be included in the products and/or services provided by the Proposer and the reason for the exclusion of such services.
6. A detailed description of any innovations and/or procedural enhancements that may add value to the bulk fuel and/or petroleum products and services set forth in this RFP.

**B. Project Understanding and Approach.** Proposals shall include an overview of the Proposer's policies and procedures regarding quality control. The overview should include, at a minimum, the following items:

1. A detailed description of the Proposer's specific management expertise that will ensure satisfactory provision of the bulk fuel and/or petroleum products set forth in this RFP.
2. A detailed description of the expected communication channels between the Proposer and the County to ensure that the bulk fuel and/or petroleum products and services provided pursuant to the terms and conditions of the final Professional Services Agreement(s) are to the County's satisfaction, including how potential problems will be resolved.
3. A detailed description of the Proposer's policies, procedures and standards pertaining to the provision of bulk fuel and/or petroleum products and services equivalent to those set forth in this RFP, including, without limitation, any applicable safety and/or environmental testing and compliance processes and any procedures regarding the protection of property, spill prevention and environmental clean-up.
4. A detailed description of any environmental policies and/or practices that the Proposer has implemented, or plans to implement, during the term of the final Professional Services Agreement(s) to help minimize adverse environmental and health impacts associated with the provision of the bulk fuel and/or petroleum products set forth herein.

## **7.7 Cost Proposals:**

**A. Price Quotes.** Proposals shall include an itemized list of the costs for all of the bulk fuel and/or petroleum products and services that will be provided by the Proposer. Cost information shall be presented in a form substantially similar to the Price Lists attached hereto as Attachment A and Attachment B. In addition to the above-referenced cost information, Proposals should also include a detailed summary of the pricing data submitted therein, including, without limitation, staffing levels and hourly rates.

**B. General Instructions and Requirements.** The following is an outline of the general information and requirements applicable to price quotes:

1. Price quotes shall be valid for a minimum period of one hundred eighty (180) days from

the Proposal submission deadline of May 12, 2017. We understand that this commodity is a fluctuating market. In the event of unusual and substantial changes in market report during the evaluation period, the county reserves the right to negotiate the base price with the successful bidder.

2. Price quotes shall only include applicable taxes with sales tax shown separately. The County is exempt from federal tax and will furnish an exemption certificate to the Successful Proposer(s).
3. Price quotes shall include prices for re-refined bulk fuel and/or petroleum products, pricing for virgin products may be included as substitutes in the event that re-refined bulk fuel and/or petroleum products are not available. If any item is not to spec in re-refined, move proposed quantity to virgin item for pricing.
4. Price quotes shall include any and all payment incentives available to the County at the time the Proposal is submitted.
5. Price quotes shall include any exceptions, deviations and/or clarifications pertinent to the provision of the bulk fuel and/or petroleum products and services that may assist the County in evaluating such price quotes. Proposers are to research current regulations throughout the contract period and conform to any regulations that may apply to any and all products delivered within the proposal. The non-existence of a regulation speaks for itself.

#### **7.8 Documentation:**

Proposals shall include a detailed description of any and all delivery receipts, invoices and any other pertinent documents that will be used to facilitate the terms and conditions of this RFP and the sample Professional Services Agreement attached hereto. Samples of each document described in the documentation section of the Proposal shall be attached to the original Proposal and each copy thereof.

#### **7.9 References:**

- A. **Reference Data Sheet.** Proposals shall include a Reference Data Sheet containing present and past performance information from a minimum of three (3) former clients, preferably government agencies. Performance information shall be presented in a form substantially similar to or on the Reference Data Sheet that is attached hereto as Attachment E.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the provision of bulk fuel and/or petroleum products and services equivalent to those set forth in this RFP. Each reference shall include, at a minimum, all of the following items:
  1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
  2. The dates on which bulk fuel and/or petroleum products and services equivalent to those set forth in this RFP were provided to each referenced client.
  3. A detailed description of the bulk fuel and/or petroleum products and services that were provided to each referenced client.

4. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

#### **7.10 Evidence of Insurability and Business Licenses:**

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement attached hereto. Upon award of a Professional Services Agreement(s) the Successful Proposer(s) will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. Additional insurance should not be purchased until a Professional Services Agreement(s) has been awarded.

In addition, all Proposers shall certify the possession of any and all licenses and/or certifications required for the provision of the bulk fuel and/or petroleum products and services set forth in this RFP. Copies of any and all applicable licenses and/or certifications shall be attached to the original Proposal and each copy thereof.

#### **7.11 Exceptions, Objections and Requested Changes:**

Proposers should carefully review the terms and conditions of this RFP and the sample Professional Services Agreement attached hereto. All exceptions, objections or requested changes to any portion of this RFP or the sample Professional Services Agreement attached hereto shall be clearly stated and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP or the sample Professional Services Agreement attached hereto.

#### **7.12 Required Attachments:**

In order to be considered for award by the County, Proposals must contain each of the following attachments. Failure to such attachments may result in the rejection of the Proposal.

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Cost Proposal** (See Section 7.7)
- **Attachment 3 – Reference Data Sheet** (See Section 7.9)
- **Attachment 4 – Sample Documentation** (See Section 7.8)
- **Attachment 5 – Applicable Licenses and Certifications** (See Section 7.10)
- **Attachment 6 – Staff Resumes** (key management staff only)

### **8.0 EVALUATION CRITERIA AND SELECTION PROCESS:**

After the Proposals are received and opened by the County, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory provision of the bulk fuel and/or petroleum products and services set forth in this RFP. The County may also investigate qualifications of each Proposer to whom an award of a final Professional Services Agreement is contemplated. In doing so, the County may request clarifications of Proposals directly from one or more Proposer.

In evaluating the Proposals, the County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:



- **Service Requirements – 30 points:** The Proposer’s ability to meet the service requirements and standards set forth in this RFP and the sample Professional Services Agreement attached hereto.
- **Company Profile and References – 30 points:** The Proposer’s experience in providing the bulk fuel and/or petroleum products and services equivalent to those set forth in this RFP for government agencies of comparable size.
- **Commencement of Services – 10 points:** The Proposer’s ability to start providing the bulk fuel and/or petroleum products and services set forth in this RFP by the date currently scheduled as the Professional Services Agreement start date.
- **Overall Cost of Products and Services – 15 points:** Total cost to provide the bulk fuel and/or petroleum products and services set forth in this RFP.
- **Other Criteria – 15 points:** Overall impression of the Proposer’s ability to provide the bulk fuel and/or petroleum products and services set forth in this RFP.

All proposals will be evaluated by an RFP Evaluation Committee made up of County staff members. Any delay caused by a Proposer’s failure to respond to direction from the County may lead to a rejection of the Proposal(s). All contacts made with the County during the evaluation and selection process shall be through the Humboldt County Purchasing Coordinator (see Section 10.0 of this RFP for contact information). Attempts by the Proposer to contact any other County representative during the evaluation and selection process may result in disqualification of the Proposal(s).

The evaluation and selection process is designed to award the final Professional Services Agreement(s) not necessarily to the Proposer(s) of least cost, but rather to the Proposer(s) with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of a Professional Services Agreement(s), if made by the County, will be based upon a total review and evaluation of each Proposal and the projected costs associated therewith.

The County reserves the right, at its sole discretion, to request clarifications of Proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the Proposal(s). Discussions shall be limited to specific sections of the Proposal(s) identified by the County and shall be held after all Proposals have been reviewed. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing. Conflict resolution shall be handled by County staff upon receiving a written statement from the Proposer regarding this RFP process.

Following the conclusion of the evaluation and selection process, the RFP Evaluation Committee will present the evaluation results to the County Board of Supervisors for review and approval. County staff will notify each Proposer of the acceptance or rejection of their Proposal(s).

## **9.0 CONTRACT DEVELOPMENT:**

### **9.1 Award of Professional Services Agreement(s):**

The Successful Proposer(s) will be awarded a Professional Services Agreement(s) with the County. The term of the Professional Services Agreement(s) for the provision of the bulk fuel and/or petroleum products and services set forth in this RFP shall commence upon execution and shall continue for a period of five (5) years. The final Professional Services Agreement(s) shall be

substantially similar to the sample Professional Services Agreement attached hereto, and will be subject to approval by the Humboldt County Counsel, Risk Manager and Board of Supervisors

The County hereby reserves the right to negotiate the terms and conditions of the Professional Services Agreement(s) for the provision of bulk fuel and/or petroleum products and services with one (1) or more Proposers. Proposers shall participate in good faith negotiations in accordance with direction from the County. Any delay caused by a Proposer's failure to participate in good faith negotiations may lead to rejection of the Proposal(s). No Proposal(s) shall be binding upon the County until a final Professional Services Agreement(s) is signed by duly authorized representatives of both the Successful Proposer(s) and the County. In the event mutual agreement cannot be reached, negotiations with the second ranking Proposer(s) shall commence.

If the County determines, after the completion of the contract negotiation process, to award an agreement(s), a Professional Services Agreement(s) shall be sent to the Successful Proposer(s) for signature. The County hereby reserves the right to award a Professional Services Agreement or Professional Services Agreements to a Proposer or Proposers that present Proposals which, in the sole judgment of the County, best serve the interests thereof.

## 9.2 **Contractual Requirements:**

Upon award of a Professional Services Agreement(s), the Successful Proposer(s) will be expected to meet all of the requirements set forth therein, including, without limitation, all of the following:

- B. **Compliance with Anti-Discrimination Laws.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposer(s) will be required to abide by the applicable provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, Title II of the Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act, California Civil Code Sections 51, et seq., California Government Code sections 4450, et seq., California Welfare and Institutions Code Section 10000, Division 21 of the California Department of Social Services Manual of Policies and Procedures, United States Executive Order 11246, as amended and supplemented by United States Order 11375 and Title 41 of the Code of Federal Regulations Part 60, and any other applicable local, state and/or federal laws and regulations.
- D. **Indemnification Requirements.** The Successful Proposer(s) will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in any Professional Services Agreements resulting from this RFP process, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- E. **Assignment.** Any Professional Services Agreements resulting from this RFP process, and any amendments or supplements thereto, shall not be assignable by the Successful Proposer(s).
- F. **Jurisdiction and Venue.** Any Professional Services Agreements resulting from this RFP shall be governed in all respects by the laws of the State of California. Any disputes regarding such Professional Services Agreements shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.

## **10.0 MODIFICATION AND CORRECTION:**

### **10.1 Requests for Clarification or Correction:**

Proposers shall be responsible for meeting all of the requirements, specifications and conditions set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, a written request for clarification or correction should be immediately submitted to the County. Such requests for clarification or correction should be directed to:

COUNTY: Humboldt County Administrative Office – Purchasing Division  
Attention: Bev Pixley, Purchasing Coordinator  
825 Fifth Street, Room 112  
Eureka, California 95501

Requests for clarification or correction and any other questions pertaining to this RFP must be received by May 8, 2017. All responses to such requests for clarification or correction and written questions received by County will be posted on the County's website (<http://www.co.humboldt.ca.us/purchase>) on or before May 9, 2017. Proposers shall be responsible for checking the County's website for updates.

### **10.2 RFP Addenda:**

Any modifications to this RFP shall be made and distributed by written addendum, and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated in the Proposal. The Addenda Cover Sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County, and shall in no way modify this RFP or the obligations of the County or any Proposers.

## **11.0 CANCELLATION OF THE RFP PROCESS:**

The County hereby reserves the right to cancel this RFP process at any time after the issuance of this RFP, but prior to the award of a final Professional Services Agreement(s). If the County determines that cancellation is in the best interest of the County for any reason, including, without limitation, the following: the provision of bulk fuel and/or petroleum products and services set forth in this RFP are no longer required; the Proposals received are at an unreasonable cost; the Proposals received did not independently arrive in open competition, were collusive, or were not submitted in good faith; or the County determines, after review and evaluation of each Proposal, that the need can be satisfied through an alternative method.

The County hereby reserves the right to amend or modify the type of bulk fuel and/or petroleum products and services set forth in this RFP prior to the award of the final Professional Services Agreement(s), as necessity may dictate, and to reject any and all Proposals received in response to this RFP process. This RFP does not commit the County to award a final Professional Services Agreement(s) for the provision of the bulk fuel and/or petroleum products and services set forth herein, or to pay any costs incurred in the preparation of any Proposals received in response to this RFP process.



**COUNTY OF HUMBOLDT**  
**COUNTY ADMINISTRATIVE OFFICE**  
**PURCHASING & DISPOSITION TEAM**

825 5th Street, Suite 112, Eureka, CA 95501  
Telephone (707) 268-2544 Fax (707) 445-7299  
purchasing@co.humboldt.ca.us

May 8, 2007

RFP-DPW2017-201

AMENDMENT #1

SECTIONS 3.1(C) AND 3.1 (B) are removed from the RFP. County Public Works will make other arrangements regarding the provision of all legally required testing and other related environmental services.

REQUESTS FOR PROPOSALS - NO. DPW2017-201  
ATTACHMENT A - LOCATION, SERVICE AND PRICE LIST - FUEL PRODUCTS

Products are Gasoline - Unleaded 87 octane minimum and Diesel ultra low sulfur dyed each of the type meeting or exceeding State of California Specifications throughout the contract period. The volumes are estimates and are not to be construed as a commitment to purchase. Proposers shall complete and include this ATTACHMENT A as part of your proposal. Pricing formula is in this spreadsheet see example on how to complete below in red.

DELIVERY POINT	PRODUCT	STORAGE CAPACITY by GALLONS	EST ANNUAL QUANTITY BY GALLONS	X	BASE PRICE PER GALLON	+	DIFFERENTIAL PRICE	+	TAX	=	TOTAL
COMPLETION EXAMPLE:			1		\$2.67		0.60		0.26		\$3.53
Dobbins Creek unmanned	Unl. Gasoline	(1) 1,000	120		\$						#VALUE!
	Diesel	(2) 1,000 ea	2700		\$						#VALUE!
Elk Creek unmanned	Unl. Gasoline	(1) 1,000	780		\$						#VALUE!
	Diesel	(1) 1,000	640		\$						#VALUE!
Ferndale	Unl. Gasoline	(1) 1,000	10500		\$						#VALUE!
	Diesel	(2) 1,000 ea	22500		\$						#VALUE!
Freshwater	Unl. Gasoline	(1) 1,000	8800		\$						#VALUE!
	Diesel	(2) 1,000 ea	2800		\$						#VALUE!
Garberville	Unl. Gasoline	(2) 1,000	11035		\$						#VALUE!
	Diesel	(2) 1,000 ea	1965		\$						#VALUE!
Hoopa	Unl. Gasoline	(1) 1,000	11035		\$						#VALUE!
	Diesel	(2) 1,000 ea	1965		\$						#VALUE!
Loleta	Unl. Gasoline	(1) 1,000	7700		\$						#VALUE!
	Diesel	(2) 1,000 ea	3025		\$						#VALUE!
Mattole unmanned	Unl. Gasoline	(1) 1,000	1815		\$						#VALUE!
	Diesel	(2) 1,000 ea	2355		\$						#VALUE!
McKinleyville	Unl. Gasoline	(2) 1,000	19880		\$						#VALUE!
	Diesel	(2) 1,000 ea	13460		\$						#VALUE!
Rocker Crusher unmanned - County calls for delivery	Diesel	(1) 1,000	4400		\$						#VALUE!
Rohnerville	Unl. Gasoline	(1) 1,000	17160		\$						#VALUE!
	Diesel	(2) 1,000 ea	8640		\$						#VALUE!
<b>TOTAL ATTACHMENT A</b>											<b>#VALUE!</b>

REQUESTS FOR PROPOSALS NO DPW2017-201  
ATTACHMENT B - LOCATION, SERVICE AND PRICE LIST - PETROLEUM PRODUCTS

Products shall meet or exceed the current 2017 California Air Resource Board (CARB) regulations and, at minimum, match the minimum, match the specification as listed below throughout the contract period

The volumes are annual purchase estimates and are not to construed as a commitment to purchase

County prefers to receive re-refined products, pricing for virgin items are considered the back-up products in the event that re-refined is not available Therefore the estimated volume is listed for the re-refined product and pricing will be evaluated by this product Please move quantity and list price for virgin when refined is not available or is a contingent product

Proposers shall complete and include this ATTACHMENT B as part of your proposal

All or part of listed items below are stocked at all County locations with the exception of the mobile rock crusher Contractor shall work with County to develop stock items and amounts required per location

Price all items in GALLON unit of measure except the two items listed as pound unit of measure

Price quotes shall exclude taxes Include applicable fees which may consist of drum fee, environmental fee, etc

Provide a schedule of fees at the bottom of this pricing schedule Pricing formula is in this spreadsheet see example below in red on how to co

Items within this ATTACHMENT B shall not be divided and will be awarded to one proposer

PRODUCT	PROPOSED BRAND	TOTAL ESTIMATED ANNUAL QUANTITY BY GALLONS	ESTIMATED BULK GALLONS	BULK (for Jacobs location only) BASE PRICE PER GA	ESTIMATED DRUM GALLONS	55 GA DRUM (for all barn locations) BASE PRICE PER GA	APPLICABLE FEES	=	TOTAL
COMPLETION EXAMPLE		100	50	\$ 0.95	50	\$ 1.05	\$ 10.00		\$ 110.00
SAE 15w-40 (OPTION low volume informational only)							\$ -		\$ -
SAE 15w-40 Re-Refined - CHEVRON DELO 400 SPEC		500			500		\$ -		\$ -
SAE 15w-40 Low Sulfur Re-Refined Diesel - CK-4 SPEC		1000	800		200		\$ -		\$ -
SAE 5w-30 Re-Refined		880	700		180		\$ -		\$ -
SAE 10w-30 Re-Refined Oil		400	0		400		\$ -		\$ -

REQUESTS FOR PROPOSALS NO DPW2017-201  
ATTACHMENT B - LOCATION, SERVICE AND PRICE LIST - PETROLEUM PRODUCTS

PRODUCT	PROPOSED BRAND	TOTAL ESTIMATED ANNUAL QUANTITY BY GALLONS	ESTIMATED BULK GALLONS	BULK (for Jacobs location only) BASE PRICE PER GA	ESTIMATED DRUM + GALLONS	55 GA DRUM (for all barn locations) BASE PRICE PER GA	APPLICABLE FEES	=	TOTAL
SAE 10w-30 Low Sulfur Diesel - CK-4 SPEC		200	0		200		\$ -		\$ -
SAE 30w - 5 gallon bucket only, quote per gallon price		25	0		25		\$ -		\$ -
SAE 40w - 5 gallon bucket only, quote per gallon price		25	0		25		\$ -		\$ -
SAE 80w-140 Synthetic Gear Lube		400	400		0		\$ -		\$ -
Multi-purpose grease - Chevron RPM HD Grease EP NGLI 2 - UM is tubes and/or quarter drums (specify UM being quoted) Annual quantity shown is per pound		100	120				\$ -		\$ -
Multiplex Red EP NGLI 2 - UM is tubes and/or quarter drums (specify UM being quoted) Annual quantity shown is per pound		500	500				\$ -		\$ -
Automatic Transmission Fluid (Dextron III & Mercon specifications)		250	0		250		\$ -		\$ -
Hydraulic Fluid			0		385		\$ -		\$ -

REQUESTS FOR PROPOSALS NO DPW2017-201  
ATTACHMENT B - LOCATION, SERVICE AND PRICE LIST - PETROLEUM PRODUCTS

PRODUCT	PROPOSED BRAND	TOTAL ESTIMATED ANNUAL QUANTITY BY GALLONS	ESTIMATED BULK GALLONS	BULK (for Jacobs location only) BASE PRICE PER GA	+ ESTIMATED DRUM GALLONS	55 GA DRUM (for all barn locations) BASE PRICE PER GA	+ APPLICABLE FEES	= TOTAL
---------	----------------	--	------------------------	---	--------------------------	---	-------------------	---------

Hydraulic Fluid Refined		385	0		385		\$ -	\$ -
-------------------------	--	-----	---	--	-----	--	------	------

<b>ITEMS BELOW ONLY DELIVERED TO JACOBS LOCATION</b>
--

Shell Omala 220w		110	0		110		\$ -	\$ -
------------------	--	-----	---	--	-----	--	------	------

SAE 75w-90 Synthetic Gear Lube		100	0		100		\$ -	\$ -
--------------------------------	--	-----	---	--	-----	--	------	------

SAE 30w (TO-4 requirements)		55	0		55		\$ -	\$ -
-----------------------------	--	----	---	--	----	--	------	------

Synthetic Transmission Fluid SAE 50w		150	0		150		\$ -	\$ -
--------------------------------------	--	-----	---	--	-----	--	------	------

Synthetic Transmission Fluid SAE 50w - Refined		55	0		55		\$ -	\$ -
--	--	----	---	--	----	--	------	------

<b>TOTAL EXHIBIT B</b>	<b>\$ -</b>
------------------------	-------------

Please list cost plus percentage for purchases of auto and industrial oils and greases that may be required in addition to the items listed herein

Grease \_\_\_\_\_

Oil \_\_\_\_\_

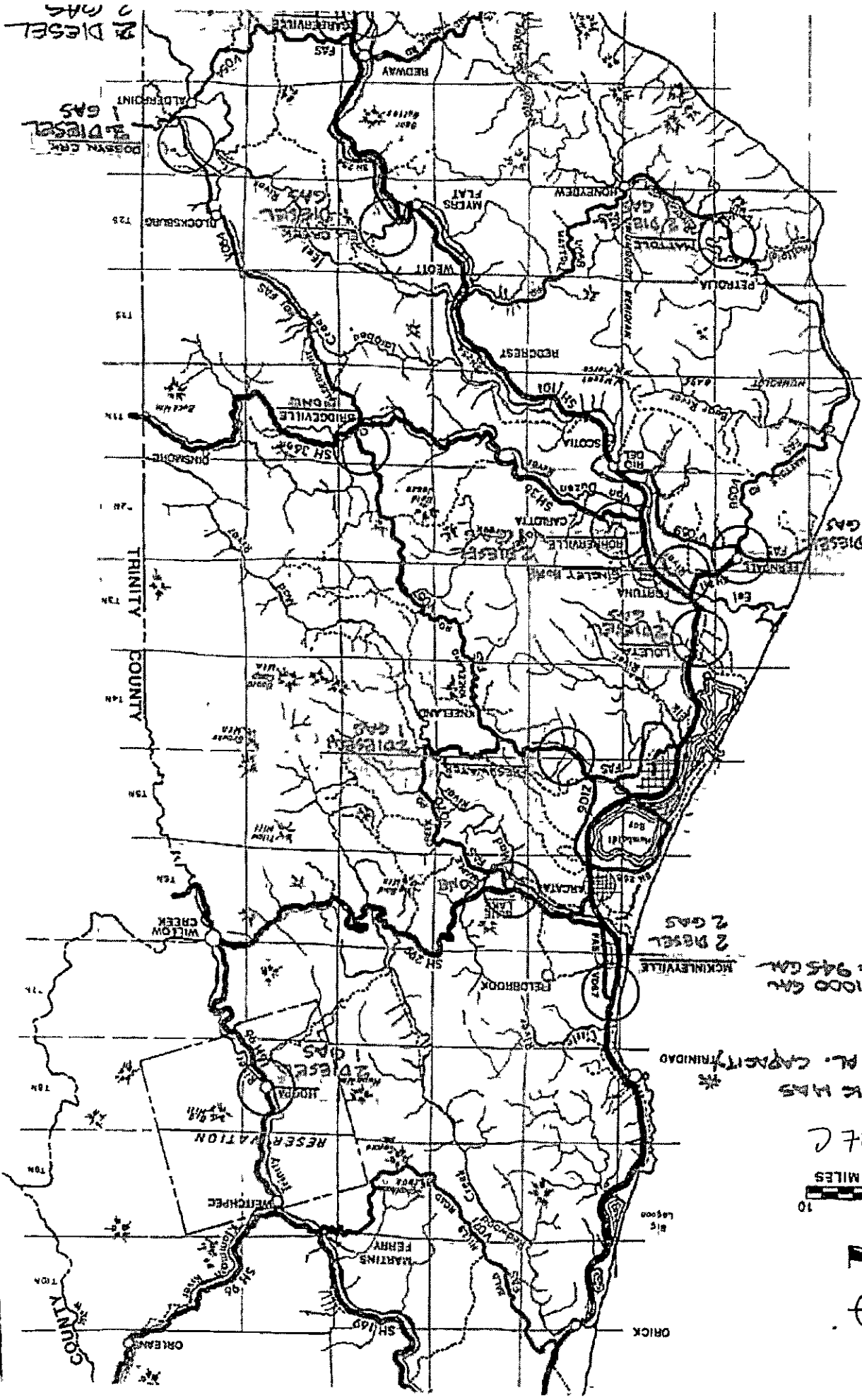
Please list fee type and charge used this proposal

\_\_\_\_\_

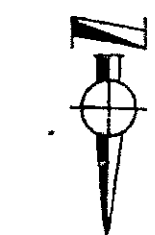
\_\_\_\_\_



BARBERS OCEAN



SCALE IN MILES  
0 5 10



Attachment C

EACH TANK HAS

A 1000 GAL. CAPACITY TRINIDAD

\* NORMAL = 1000 GAL  
CALCULATED = 945 GAL

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

2 DIESEL  
2 GAS

1  
**REQUEST FOR PROPOSALS – NO. DPW2017-201**  
**PROVISION OF BULK FUEL AND PETROLEUM PRODUCTS**

**ATTACHMENT F – SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**COUNTY OF HUMBOLDT**  
**AND**  
**\_\_\_\_\_ [NAME OF CONTRACTOR] \_\_\_\_\_**  
**FOR FISCAL YEARS 2017-2018 THROUGH 2022-2023**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and \_\_\_\_\_ [Name of Contractor] \_\_\_\_\_, a \_\_\_\_\_ [Name of State] \_\_\_\_\_ [type of business] \_\_\_\_\_, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations

WHEREAS, COUNTY, by and through its Department of Public Works – Road Division, desires to retain the services of a qualified professional to provide bulk fuel and/or petroleum products and related services, and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character, and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period, and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and qualified to perform the special services required by COUNTY

NOW THEREFORE, the parties hereto mutually agree as follows

1 **DESCRIPTION OF SERVICES**

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the Public Works Director or designee thereof, hereinafter referred to as Public Works Contract Manager

2 **RIGHTS AND RESPONSIBILITIES OF CONTRACTOR**

A **Fuel and Lubricant Specifications** By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows

1 CONTRACTOR shall have the sole responsibility for selecting the brand of fuel

and/or petroleum products that they intend to provide to COUNTY pursuant to the terms and conditions of this Agreement. CONTRACTOR must be responsive to possible changes in product specifications and brand choice as vehicle and/or specifications may require.

2. CONTRACTOR shall not change fuel or lubricant brands during the term of this Agreement, or any extension thereof, without prior written authorization from COUNTY. Written requests for changes in fuel and/or lubricant brands must be accompanied by evidence that the replacement brand meets the requirements of this Agreement and does not result in a cost increase for COUNTY. Changes in fuel and/or lubricant brands shall not take place until an amendment to this Agreement has been duly executed by both parties.
3. CONTRACTOR shall be responsible for all costs and expenses resulting from the use of substandard or contaminated fuel and/or lubricants, including, without limitation, the costs associated with removing contaminated fuel and/or lubricants from COUNTY's tanks or drums, repairing damage to machinery, replacing equipment or vehicle parts and any additional expenses.
4. CONTRACTOR shall be responsible for submitting all applicable Material Safety Data Sheets relating to the fuel and/or lubricants provided to COUNTY pursuant to the terms and conditions of this Agreement.

B. Delivery Requirements. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. CONTRACTOR shall be responsible for delivering the bulk fuel and/or petroleum products set forth to each delivery location set forth in Exhibit A – Scope of Services.
2. CONTRACTOR shall be responsible for making all fuel and/or lubricant deliveries required hereunder, Monday through Thursday, 6:30 a.m. to 5:00 p.m. Pacific Standard Time (“PST”) during the summer and Monday through Friday, 7:30 a.m. to 4:00 p.m. PST during the winter. CONTRACTOR shall notify COUNTY of any unexpected events that may delay or prevent fuel and/or lubricant deliveries from being made at the agreed upon time.
3. CONTRACTOR shall be responsible for making deliveries of the bulk fuel and/or petroleum products set forth in this Agreement in response to emergency calls from COUNTY on as-need basis throughout the term of this Agreement. CONTRACTOR shall provide COUNTY with contact information, including telephone numbers, fax numbers and email addresses, of any and all delivery personnel that will be responsible for responding to any emergency calls.
4. CONTRACTOR shall record the amount of fuel and/or lubricants delivered to each County facility pursuant to the terms and conditions of this Agreement.

CONTRACTOR shall also obtain a legible delivery signature after each delivery required hereunder.

5. CONTRACTOR shall be responsible for performing all deliveries required under this Agreement in a safe and professional manner.
6. CONTRACTOR shall ensure that all personnel responsible for delivering bulk fuel and petroleum products pursuant to the terms and conditions of this Agreement are adequately trained regarding safety measures associated with the delivery of such products.
7. CONTRACTOR shall ensure that all personnel responsible for delivering bulk fuel and petroleum products pursuant to the terms and conditions of this Agreement conduct themselves in professional and courteous manner when on COUNTY premises, including, without limitation, wearing company apparel with visible photo identification and adhering to COUNTY's policies prohibiting the use of alcohol, drugs and tobacco.
8. CONTRACTOR shall ensure that all equipment and vehicles used to deliver fuel and/or lubricants pursuant to the terms and conditions of this Agreement are compatible with COUNTY's fuel and oil tanks and in good working order.

C. Protection of Property, Spill prevention and Clean-up Requirements. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. CONTRACTOR shall take all necessary precautions, as required by applicable local, state and federal law, to prevent spills, overfills or other contamination or damage to COUNTY property, including, without limitation, existing buildings, equipment, vehicles, asphalt pavement, soil or vegetation, from occurring during the provision of the bulk fuel and petroleum products and services set forth in Exhibit A – Scope of Services.
2. CONTRACTOR shall clean, replace or repair any and all COUNTY property damaged during the provision of the bulk fuel or petroleum products and services set forth in Exhibit A – Scope of Services at no expense to COUNTY. Should CONTRACTOR fail or refuse to take the appropriate containment, clean-up and/or disposal actions, and replace or repair damaged property, COUNTY may, in addition to any other available remedies, have such containment, clean-up and/or disposal actions taken, and necessary replacements or repairs made, at the sole cost of CONTRACTOR. COUNTY shall be entitled to deduct the cost of cleaning, replacing or repairing any COUNTY property that is damaged by CONTRACTOR from the amounts owed thereto under the terms and conditions of this Agreement.

D. Project Development. CONTRACTOR shall work together with COUNTY to plan

and organize information regarding the provision of the bulk fuel and/or petroleum products and services set forth in Exhibit A – Scope of Services, including, without limitation, participating in regular meetings. CONTRACTOR shall be available at all times to report to, and confer with COUNTY staff regarding the provision of the bulk fuel and/or petroleum products and services set forth in Exhibit A – Scope of Services

3 TERM

This Agreement shall begin upon execution by both parties and shall remain in full force and effect five years, unless sooner terminated as provided herein. The term of this Agreement may be extended for additional one (1) year terms by written amendment signed by both parties. If the term of this Agreement is extended, any price increases or decreases applicable to the extended period will not be effective until the extension begins.

4 TERMINATION

A Breach of Contract If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B Without Cause COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the date of the termination.

C Insufficient Funding COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D Compensation Upon Termination In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

5 COMPENSATION

A Maximum Amount Payable The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [\_\_\_\_\_] Dollars (\$\_\_\_\_\_) CONTRACTOR agrees to perform all services required by this

Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.

- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Negotiation of Rates. COUNTY reserves the right to renegotiate the base price with CONTRACTOR In the event of substantial market changes.
- D. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONTRACTOR shall submit to COUNTY counter and delivery invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, Public Works Contract Manager and the Humboldt County Auditor-Controller. Invoices shall reference the contract number, the delivery location, the number of containers and the unit of measure which the costs are based on. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Roads Division  
Attention: Mike Hedding  
1106 Second Street  
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY Humboldt County Department of Public Works – Roads Division  
Attention Mike Hedding  
1106 Second Street  
Eureka, California 95501

CONTRACTOR [Name of Contractor]  
Attention [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

8 REPORTS

- A General Reporting Requirements CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.
- B Price Reports CONTRACTOR shall be responsible for submitting a weekly Oil Price Information Services (“O P I S”) report. The Eureka, California section of the O P I S publication will be used as a weekly average base price for the provision of the bulk fuel and/or petroleum products required pursuant to the terms and conditions of this Agreement.

9 RECORD RETENTION AND INSPECTION

- A Maintenance and Preservation of Records CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B Inspection of Records Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly

authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

- C Audit Costs In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

## 10 MONITORING

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

## 11 CONFIDENTIAL INFORMATION

In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

## 12 NON-DISCRIMINATION COMPLIANCE

- A Professional Services and Employment In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.



- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a) (2), a Drug-Free Awareness Program which informs employees about the following:

1. The dangers of drug abuse in the workplace;
  2. CONTRACTOR's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation and employee assistance programs; and
  4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a) (3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the

following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors

A General Insurance Requirements Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A M Best's rating of no less than A VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees or subcontractors

- 1 Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000 00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit
- 2 Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000 00) combined single limit coverage Such insurance shall include coverage of all owned, hired and non-owned vehicles Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto)
- 3 Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000 00) per accident for bodily injury or disease Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers
- 4 Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000 00) for each occurrence (Four Million Dollars (\$4,000,000 00) general aggregate) Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities

B Special Insurance Requirements Said policies shall, unless otherwise specified herein, be endorsed with the following provisions

- 1 The Comprehensive or Commercial General Liability Policy shall provide that COUNTY and its agents, officers, officials, employees and volunteers are

covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY or its agents, officers, officials and employees.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed

to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

- 7 COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C Insurance Notices Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY County of Humboldt  
Attention Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONTRACTOR [Name of Contractor]  
Attention [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

17 RELATIONSHIP OF PARTIES

It is understood that this Agreement by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

18 COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

19 PROVISIONS REQUIRED BY LAW.

This Agreement is subject to any additional local, state and/or federal restrictions,

limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20 REFERENCE TO LAWS AND RULES

In the event any law, regulation, or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the date of such amendment.

21 SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22 ASSIGNMENT

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23 AGREEMENT SHALL BIND SUCCESSORS

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24 WAIVER OF DEFAULT

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

32 ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33 SURVIVAL

The duties and obligations of the parties set forth in Section 4D – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

34 CONFLICTING TERMS OR CONDITIONS

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35 INTERPRETATION

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

36 INDEPENDENT CONSTRUCTION

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.



37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all previous agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the first date written above

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT, AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER

**[CONTRACTOR'S NAME]:**

By \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By \_\_\_\_\_ Date \_\_\_\_\_

Virginia Bass  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED**

By \_\_\_\_\_ Date \_\_\_\_\_

Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

**EXHIBIT A**  
**SCOPE OF SERVICES**

[Contractor's Name]

[Agreement Term]

[Brief description of the purpose of the services to be provided] \_\_\_\_\_

---

---

---

1. SERVICES:

[List and describe the services to be performed under the Agreement]

2. SCHEDULE:

[List and describe project milestones/timeline for performance]

3. DELIVERABLES:

[List and describe deliverables]

4. ACCEPTANCE CRITERIA:

[List and describe the criteria and standards to be achieved for each deliverable]

5. REPORTING REQUIREMENTS:

[List and describe reporting requirements, as applicable]

6. PLACE OF PERFORMANCE:

[List and describe place of performance]

7. COUNTY RESPONSIBILITIES:

[List and describe County responsibilities, as applicable]

**EXHIBIT B**  
**SCHEDULE OF RATES**

[Contractor's Name]

[Agreement Term]

[Brief description of the compensation to be provided to  
CONTRACTOR]\_\_\_\_\_

---

---

---

1. RATE OF COMPENSATION:

[List and describe each specific rate to be charged CONTRACTOR under the Agreement]

2. EXPENSES:

[List and describe expenses to be reimbursed by COUNTY under the Agreement, as applicable]