

COUNTY OF KERN
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSAL

To provide Compost and Organics Marketing Services

DATE DUE June 3rd, 2026

TIME Before 11:00 a.m.

COUNTY OF KERN

DEPARTMENT OF PUBLIC WORKS

Request for Proposal to Provide: Compost & Organics Marketing Services

The County of Kern is seeking a qualified consultant to provide compost and organics marketing services for organic materials manufactured and processed at various Kern County Public Works' solid waste facilities.

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor's proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Kern County Public Works Department
Attn: Kerri Paulson, Contract Specialist
2700 M Street, Suite 400
Bakersfield, CA 93301
Telephone (661) 862-8705
Email: PW-financecontracts@kerncounty.com

Envelopes containing the Proposals are to be marked:

PROPOSAL: **“Compost & Organics Marketing Services”** and **delivered to:**

Kern County General Services Division
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance Date April 13, 2026
Pre-Proposal Meeting April 30, 2026 (if necessary)
Proposal Due Date June 3, 2026
Proposal Due Time Before 11:00 a.m.

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals. If hand delivery is planned to our offices, please be aware that delays through building security protocol should be planned for by the proposer since timely receipt of all Proposals is required.

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I. GENERAL INFORMATION

A. Project Background

The Kern County Public Works Department (Department or County) is requesting proposals to provide marketing services for compost and other organic materials that are manufactured and produced at the Department's various solid waste facilities. These organic materials include manufactured compost, manufactured compost mulch, compost overs, and processed wood waste (dimensional lumber, pallets).

The Department operates the Shafter-Wasco Composting Facility, which manufactures a finished compost product, compost mulch, and compost overs. The Department operates various solid waste facilities (listed in Exhibit A) that accept source-separated organic/woody material, which is processed into a mulch product from dimensional lumber and pallet materials. These compost products and wood mulch require marketing, sales, and distribution to commercial and agricultural users in compliance with State mandates and regulations. This proposal includes marketing, distribution, sales, logistics, and revenue sharing associated with marketing compost and mulch. A single contract will be awarded and will not exceed \$250,000. Please see Exhibit A for the complete scope of services required.

B. Services Required of Successful Proposer

The County has developed the attached **Exhibit "A"** which fully describes the scope of work and services required; deliverables; benchmark requirements; and our anticipated timeline for the start and completion of this project.

Proposer will be expected to review the Exhibit to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the required end result.

C. Services Provided by the County

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information as may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals,

and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) for purposes of determining the Evaluation Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

- (a) Has had a fixed office or distribution point located in and having a street address within the county for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent
- (b) Holds any required business license by the county or a city within the county; and
- (c) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.

All local vendors with a Local Employee Ratio of 50% or higher will receive an additional 2% score increase, and those with a ratio of 100% will receive a 3% increase to their score. (Rev 11/19)

- (d) Will credit all sales taxes generated pursuant to the contract awarded as a result of the application of this local vendor preference to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

At-Risk Employer Preference

Per County Ordinance 2.38.132, the At-Risk Employer preference will be implemented. This ordinance provides a preference to local vendors who

are also at-risk employers. If there is a tie for the low bid and both bidders are local vendors but one of the bidders is also an at-risk employer, the contract shall be awarded to the low bidder that is also the at-risk employer. In the event local vendors are allowed to submit a new bid equal to or less than the out of county low bidder, and there is a tie for the low bid and one of the responsible low bidders is also an at-risk employer, the local vendor who is also an at-risk employer will be awarded the contract

To qualify as an “At-Risk Employer,” Vendor shall state below that you have provided gainful employment to “at-risk” individuals residing in Kern County for at least one (1) year prior to submitting this bid; and you continue to provide gainful employment to ‘at-risk individuals. “At-Risk Individuals” are defined in County Ordinance 2.38.132 as those individuals who have been incarcerated within the last five (5) years and/or have been convicted of a misdemeanor or felony within the last five (5) years and/or are youth in foster care.

Vendor has employed at least one (1) at-risk individual residing in the County of Kern for at least one year prior to submitting a bid for this project and continues to provide gainful employment to at-risk individuals residing in the County of Kern.

(state qualifying information with returned RFP response).

3. The following is a list of general criteria that will be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. (Please note that the Evaluation Committee may consider other additional information they deem relevant in determining a recommendation to the Board of Supervisors and may give each of the criteria considered as little or as much weight as they consider appropriate.)
 - (a) Proposer’s understanding of the RFP requirements and end result.
 - i. Does proposal show comprehension of the scope of services and match Exhibit A requirements?
 - ii. Does proposal address all requested objectives & deliverables?
 - iii. Does proposal offer specific solutions that address problems & our desired objectives?
 - (b) Proposer’s proposed approach to tasks.
 - i. Does the approach show innovative or advanced techniques
 - ii. Does the approach make sense for this project?
 - iii. Does the proposal clearly define deliverables? Are they measurable and realistic?
 - iv. Are there any apparent discrepancies or omissions in proposal?
 - v. Is the proposed transition or milestone implementation plans feasible?
 - (c) Proposer’s experience in similar projects.
 - i. Does proposer have a proven track record with similar projects?

- ii. Has proposer completed relevant or similar projects? What was the length of time performing services for these relevant projects?
 - iii. What is the overall exposure/experience of the proposer with government sector projects?
 - iv. Does proposal provided types, number & duration of current and previous contracts?
- (d) Fee OR proposed rates.
- i. Has proposer revealed and described all costs? Are there any hidden costs?
 - ii. How does the proposer implement cost control techniques? Are there any escalation clauses included?
 - iii. Does proposer list prior contracts that were conducted on time and within budget?
 - iv. Does proposal state length of time for firm pricing?
- (e) Estimated completion date(s) or required start date
- i. Does proposal describe transition start up tasks & time and/or milestone steps to negotiate contract, set up staffing/equipment requirements and begin services?
 - ii. Does proposal address any time frames mandated by law?
 - iii. Does proposal address the length of time to complete one-time services?
 - iv. Does proposal describe in detail each project phase and the time needed for completion?
 - v. Does the proposal benchmark critical events in the completion of the project?
- (f) Client references.
- i. Are proposer's referenced projects similar in size & scope?
 - ii. Do references report any negative aspects with their experience with proposer?
 - iii. Do references report proposer's capabilities in problem solving during project?
 - iv. Do references indicate successful billing/invoicing processes?
 - v. How did the reference award previous business to the proposer?
- (g) Qualifications of proposer's staff for the project.
- i. Does proposer offer a combination of experience, education, licensing, certification & background undertaking with similar projects relevant to our needs?
 - ii. Is the technical experience of proposer's personnel specific to the needs detailed in Exhibit A?

- iii. Does proposer's response address productivity and utilization of staff/management assignments?
 - (h) Any other factors the Evaluation Committee deems relevant, for example:
 - i. Does proposal offer technology advances included in work approach?
 - ii. How feasible is the transition plan/milestone steps of proposer's plan?
 - iii. Other
- 4. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.
- 5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
- 6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error, and make corrections accordingly.
- 7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**
- 8. All proposers responding to this RFP will be notified of their selection or non-selection in writing.
 - a. All proposers shall have seven (7) calendar days from the date of the written notice to submit any additional information **not previously submitted** to the County representative for final consideration.

- b. Proposers may request a debrief during the same seven (7) day time period. **No extension will be given.**
9. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisors' agenda.
10. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.
11. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
12. The process, procedures and evaluation criteria used by County in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of Proposals. **The County reserves the right to reject any or all Proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive **any** deviation in a Proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

G. Standard County Master Terms & Conditions

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as **Exhibit "B"** is the standard County Master Terms & Conditions which are in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The standard County master terms and conditions included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the standard County master terms and conditions and either i) will agree to and accept the master terms and conditions contained therein if selected, or ii) indicate those specific provisions of the standard County master terms and conditions to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Consultant's Proposal.

The selected Consultant will be required to execute an agreement with the County for the services requested within 60 calendar days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

Consultant must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and County.

H. Insurance Requirements

Vendor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's actions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of

insurance and all required endorsements have been filed with the County's authorized insurance representative.

Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

The Vendor shall promptly deliver to the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or County as an additional insured.

- a. **Workers' Compensation and Employers Liability Insurance Requirement:**
In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Vendor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Vendor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Vendor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Vendor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. **Liability Insurance Requirements:**
 - (1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage

for liability arising out of Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

- (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
 - (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
 - (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 - (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.
- f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Vendor's personnel deliver or perform services for the County while on County property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are

insufficient to reimburse County for the premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

I. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

J. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Director of Public Works.

K. Compensation

Compensation shall be agreed upon by County and Vendor to be included in the final agreement for services.

L. Statutes and Rules

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

M. Background Review

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the County the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

N. Organizational Conflict of Interest

Contractor warrants, to the best of its knowledge, that neither Contractor nor its officers, agents or employees presently has any consulting or contractual

arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Contractor nor its officers, agents or employees shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining County's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Contractor relating to this Agreement, Contractor shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this agreement in the event that Contractor has any actual or potential organizational conflict of interest. As used in this paragraph, "**Organization conflict of interest**" means any relationship whereby Contractor has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.
2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

B. Business Address

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed Proposal container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to the Kern County Public Works Department, 2700 M Street, Suite 400, Bakersfield, CA 93301, if the proposer has previously submitted a Proposal to the department).

Any oral communication by the County’s designated Contact Person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Include a letter of introduction signed by an authorized representative of the firm containing the following language:

- The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.
- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

2. Corporate/Agency Profile:

Provide specific information concerning the firm in this section, including all of the following:

- The legal name, address and telephone number of your company

- The type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- Whether you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).
- The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. Qualifications and Experience:

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP.

Provide specific information in this section concerning the firm's experience and qualifications (skill sets, contractor licensing, certifications etc) in the services specified in this RFP, preferably within the State of California. Include all of the following:

- The number of employees involved in providing services
- Number of years providing services
- Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- Examples of completed projects
- Skill sets
- Contractor licensing, if applicable
- Certifications, if applicable

Documentation of Satisfactory Past Performance/References

Provide a minimum of three (3) reference letters for similar services rendered (must be within the last twelve (12) months on the reference company's letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have all of the following information:

- Date of the original contract;
- End date of the contract;
- Services rendered;
- Names, addresses, email and telephone numbers of contact persons within client agencies for whom the services have been provided.

Provide a list of all clients with current contact information including email, to which you have provided similar services over the last two years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

4. Credentials/Resumes:

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided.

Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel.

Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

- a. Name, business address and phone number
- b. Description of education
- c. General experience
- d. Experience or education related to the RFP project
- e. Letters of reference, if available

List consultant firms, if any, that you plan to use for this project and their relevant experience.

4a. Subcontractors:

County will consider proposed agreements that involve the firm's use of subcontractors. List all subcontractors you plan to use for this project and their relevant experience. Such subcontractors will be acting as independent contractors and not as agents of the County.

5. Project Approach, Work Schedule, Transition Plan and Technology Requirements:

- a. Provide a detailed description of the methodology proposed to perform all required services.
- b. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details.
- c. Describe approach and methodology that will be used to address obstructions, constraints or roadblocks in the submitted proposal.

- d. List, and describe actions that will be done in order to comply and meet required benchmarks, performance standards and quality assurance.
- e. Detail and describe security clearance and information technology requirements.
- f. If applicable, detailed description of proposed utilization of Business and/or Work Environment provided by County.
- g. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.
- h. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before **[insert date]**. This schedule should contain specific milestones and dates of completion which will be used to set schedules.
- i. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.
- j. Identify deliverables that will be produced in order to receive payment. This may include deliverables with milestone dates or time periods that are required to be completed.
- k. Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.
- l. Describe how each of the County's desired outcomes will be met.
- m. Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. Cost of Service:

The Proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.

As a general rule, the County prefers a set price or hourly rate for the entire term of any contract. Price escalators such as the CPI also have a detrimental impact on the proposer's score determined by the Evaluation Committee and are disfavored by Kern County.

The project costs should include all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to**

not clearly identify all costs associated with the Proposal may be cause for rejection of the Consultant's Proposal.

7. Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued consistent with the final Agreement with County. Insurance coverage at a minimum must be provided by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Additional Information:

Include any other information you believe to be pertinent but not required.

9. Confidential Information:

Proposers are cautioned that because the County is a public entity, materials designated as "confidential" may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

a. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A "CONFIDENTIAL" WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED "CONFIDENTIAL".

b. Any documents labeled "CONFIDENTIAL" shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

By: _____

Date: _____

Confidential information as discussed in this section II.D.9 may include:

Technical Information

- a. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;
- b. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

- a. financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

Business Development-Related Information

- a. All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;
- b. Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and
- c. Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

E. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the County. Any and all Proposals received by the County shall be subject to public

disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

F. Post RFP Issuance

1. Questions

- a. Before pre-proposal meeting: Questions may be submitted by email or fax prior to the pre-proposal meeting.
- b. After pre-proposal meeting: Following the pre-proposal meeting, an addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in Exhibit “A.” Questions with content about the RFP process, where to mail response or other information not related to Exhibit “A” may be answered by the Project Facilitator as they are received.
- c. Subsequent to addenda: Questions received subsequent to the issuance of addenda and within the last week prior to the due date and time may be answered. The County will accommodate these last minute questions, but will not guarantee that they will be answered if not submitted timely.

2. Pre-Proposal Meeting (If Necessary)

A Pre-Proposal meeting has been set for April 30th, 2026 at 10:00 a.m (If necessary). The meeting will be held at 2700 M St, Suite 500, Bakersfield CA 93301. The purpose of the conference is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not change the provisions of the final RFP. **All interested parties who may have questions are urged to attend.**

G. Proposal Submission

The proposer shall submit four (4) written copies of the Proposal and one (1) copy on thumb drive. The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel etc) compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County. Please submit all Proposals to:

Kern County General Services Division
RFP – Compost & Organics Marketing Services
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on June 3, 2026** at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected.

RFP Proposals are not publicly opened.

H. Withdrawal and Submission of Modified Proposal

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

Exhibit A

I. BACKGROUND

The following is a brief summary including details that generally describe the services the Kern County Public Works Department (Department or County) is requiring along with estimated data and facility listings to provide additional context. It is anticipated that the final scope of services will be a product created through the negotiation process based upon the professional input from the selected consultant and the County.

The County is requesting proposals to provide marketing services for compost and other organic materials that are manufactured and produced at the Department's various solid waste facilities. These organic materials include manufactured compost, manufactured compost mulch, compost overs, and processed wood waste (dimensional lumber, pallets). The Shafter-Wasco Composting Facility is estimated to produce between 30,000-50,000 tons per year of compost, compost mulch, and compost overs. The County's wood mulch program is estimated to produce between 25,000-35,000 tons per year.

The Department owns and operates the Shafter-Wasco Composting Facility, which manufactures a finished compost product, compost mulch, and compost overs. The Department owns and operates various solid waste facilities (listed below) that accept source-separated organic/woody material, which is processed into a mulch product from dimensional lumber and pallet materials. These compost products and wood mulch require marketing, sales, and distribution to commercial and agricultural users in compliance with State mandates and regulations. This proposal includes marketing, distribution, sales, logistics, and revenue sharing associated with marketing compost and mulch.

The following County solid waste management facilities manufacture and produce various organic materials associated with this proposal:

- Bakersfield Metropolitan (Bena) Landfill
 - 2951 Neumarkel Road, Bakersfield, CA 93307 (wood mulch)
- Boron Sanitary Landfill
 - 11400 Boron Ave, Boron, CA 93516 (wood mulch)
- Mojave-Rosamond Recycling & Sanitary Landfill
 - 400 Silver Queen Road, Mojave, CA 93501 (wood mulch)
- Ridgecrest Recycling & Sanitary Landfill
 - 3301 West Bowman Road, Ridgecrest, CA 93555 (wood mulch)
- Shafter-Wasco Recycling & Sanitary Landfill & Shafter-Wasco Composting Facility
 - 17621 Scofield Avenue, Shafter, CA 93263 (wood mulch, compost, compost mulch, and compost overs)
- Taft Recycling & Sanitary Landfill
 - 13351 Elk Hills Road, Taft, CA 93268 (wood mulch)
- Kern Valley Recycling & Transfer Station
 - 6092 Wulstein Avenue, Kernville, CA 93238 (wood mulch)
- Lebec Recycling & Transfer Station
 - 300 Landfill Road, Lebec, CA 93243 (wood mulch)
- McFarland-Delano Recycling & Transfer Station
 - 11249 Stradley Avenue, Delano, CA 93215 (wood mulch)

- Tehachapi Recycling & Transfer Station
 - 12001 East Tehachapi Blvd, Tehachapi, CA 93561 (wood mulch)

II. OBJECTIVES & OUTCOMES

The following is a general identification of desired objectives and outcomes that are essential to be achieved as a result of this request to provide compost and organics marketing services. Additional objectives and scope of work expectations are presented in Section VI.

The overall objective is for the Consultant to find appropriate and suitable end markets for compost products and wood mulch within Kern County and outside Kern County boundaries. End markets should be identified, cultivated, and used that demonstrate a responsible, sustainable, and legal use of the materials produced.

The objective of marketing compost, compost mulch, and wood mulch shall consider and include one of the following elements in determined material use:

- support local agricultural and farming communities
- enrich and beautify community landscapes
- support soil health and regenerate poor soil
- reduce groundwater use within Kern County
- reduce reliance on synthetic fertilizers
- enhancement and preservation of conservation lands
- enhance and improve rangeland management
- increase water holding capacity of regional soil
- land remediation in post-wildfire areas
- land application uses (recreational or agricultural)
- carbon capture and sequestration projects
- support County jurisdictions' procurement

The desired outcome is for the Consultant to identify and find a destination for the majority of the organic materials produced at Kern County facilities. The Shafter Composting Facility is estimated to produce between 30,000-50,000 tons per year of compost, compost mulch, and compost overs, and the County's wood mulch program is estimated to produce between 25,000-35,000 tons per year.

III. ESTIMATED VALUE/COST

The following is an estimated budget for the services to be performed. The County has budgeted \$250,000 over a 3- to 5-year term for this proposal (to be determined during contract negotiations). The amount estimated includes the following – development of an organics marketing plan, identification of suitable end markets for materials, customer tracking, recordkeeping, transportation costs, operational input, sales recording, revenue sharing, and reporting mechanisms.

IV. EXPERIENCE & QUALIFICATIONS

The County is seeking a qualified consultant with work experience and qualifying background in the following areas.

Consultant shall demonstrate experience and knowledge of working with various entities around Kern County and throughout California as it relates to finding, establishing, and solidifying end markets for compost, compost mulch, and wood mulch. Consultant shall have significant knowledge, expertise, and experience related to the compost industry, composting operations, end market development, selling of organic materials, logistics, and processing and screening activities. Staff and key personnel representing the consultant shall have qualifications sufficient to provide industry specific expertise, knowledge, information, and contribution to the County.

Consultant shall demonstrate a comprehensive and thorough understanding of the SB 1383 regulations, recovered organic procurement targets, qualifying procurement uses, state recordkeeping, land application regulations, and responsibilities as and under a Direct Service Provider. Consultant shall demonstrate understanding of pertinent information related to transportation rules and regulations.

Consultant shall have experience working with the US Composting Council's Seal of Testing Assurance certification along with working with the Association of Compost Producers. Consultant should demonstrate experience with managing or obtaining organics related certifications.

V. WORK ENVIRONMENT

The following is a general outline of the work environment which includes a description of where and how the work will be performed related to the organics marketing services that will be required.

Kern County facilities are located across the desert, mountain, and valley regions of Kern County and the southern San Joaquin Valley. The Department receives source-separated organics from residential self-haul, municipal curbside green waste collection, Department diversion programs, commercial operations, and pre- and post-consumer food generators. Department staff operate the organics recovery programs as well as operate the composting facility. The Department currently stockpiles source separated organic material for screening, chipping, and grinding and owns equipment such as mobile and stationary grinders and screening units for material processing and handling. The Department manufactures compost and compost mulch from some of this material. County operations have loaders at facilities to load material into walking floors and transport trailers. Kern County facilities' roadways and stockpile locations are maintained for transportation vehicles and equipment operations; however, stockpile locations and roadways at solid waste facilities are subject to conditions such as high winds, rainfall, ponding, dirt areas, and other regional impacts that may impact operations, loading, and transportation.

The following hours are available for pickup services of material:

- Bakersfield Metropolitan (Bena) Landfill
 - Sunday through Saturday – 8am-4pm
- Boron Sanitary Landfill
 - Sunday, Monday, Tuesday, Thursday 12pm-4pm
- Mojave-Rosamond Recycling & Sanitary Landfill
 - Sunday through Saturday – 8am-4pm
- Ridgecrest Recycling & Sanitary Landfill

- Sunday through Saturday – 8am-4pm
- Shafter-Wasco Recycling & Sanitary Landfill & Shafter-Wasco Composting Facility
 - Sunday through Saturday – 8am-4pm
- Taft Recycling & Sanitary Landfill
 - Sunday through Saturday – 8am-4pm
- Kern Valley Recycling & Transfer Station
 - Sunday through Saturday – 8am-4pm
- Lebec Recycling & Transfer Station
 - Thursday through Monday, 9am-5pm
- McFarland-Delano Recycling & Transfer Station
 - Sunday through Saturday – 8am-4pm
- Tehachapi Recycling & Transfer Station
 - Sunday through Saturday – 8am-4pm

VI. DESCRIPTION AND SCOPE OF WORK

The following is a general outline of the Scope of Work that will be required. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from the selected consultants and Department staff.

Program Development – Consultant shall assist the County with development and implementation a marketing program for organic materials. Marketing should align with the County’s material supply with an anticipated and existing incoming feedstock. Consultant shall continually develop the marketing program to create sustainable market outlets for finished products. Program shall include working with local agricultural and farming communities and support local municipalities. Consultant shall offer expertise in compost applications and general agriculture as needed to support the process.

Organic Materials Estimates & Marketing – Consultant shall leverage its own sales and marketing resources as well as the County’s in order to market and sell the organic products produced. The Shafter-Wasco Composting Facility is estimated to produce between 30,000-50,000 tons per year of compost, compost mulch, and compost overs. The County’s wood mulch program is estimated to produce between 25,000-35,000 tons per year. Consultant shall work with the County on maintaining accurate inventory of materials.

Organic Material End Markets – Consultant shall identify end markets for the variety of organic materials and organic products produced or manufactured from the County’s solid waste facilities identified in this RFP. Markets should include, but not limited to, the agricultural industry, local farming operations, carbon sequestration projects, land application uses, rangeland enhancement, local community landscapes, and Kern County jurisdictions.

Direct Service Provider – Consultant and County shall enter into a Direct Service Provider (DSP) agreement in compliance with California Senate Bill (SB) 1383 regulations. Products donated and sold shall have records kept per the requirements of SB 1383 procurement requirements and County requests.

Portal or System – Consultant shall utilize a portal or system to coordinate deliveries and hauling of products. Consultant shall provide the County with access to its portal to assist with recordkeeping and reporting.

Invoice Tracking – Consultant shall track invoicing and collections for all donations and sales made. Consultant shall provide the County with monthly reports based on SB 1383 procurement requirements and shall include pertinent customer information along with product description, end use, and quantities.

Logistics – Consultant shall develop a logistics network to reduce freight costs. Consultant shall provide transportation and scheduling services associated with pickup and delivery of products. Logistics and transportation support for Consultant’s sales shall be the Consultant’s responsibility.

Operational Input – Consultant shall provide, upon request and in concert with Department personnel, recommendations regarding organic material operations at County solid waste facilities. Input may include providing knowledge and technical guidance related to composting operations and processing and screening activities. Recommendations are to assist with increasing the marketability of County organic products.

VII. DELIVERABLES

The following are objective and tangible results that the Consultant must produce in order to receive consideration under this request. The County expects a Consultant to deliver the following items:

- marketing services and end market distribution of organic products
- recordkeeping and invoice tracking of materials sales
- transportation and logistics networking and management
- overall compliance with current organics rules and regulations
- appropriate and negotiated revenue sharing
- operational input and recommendations

VIII. CONSTRAINTS TO APPROACH AND METHODOLOGY

The following is a general outline of the potential constraints that may affect the Consultant’s approach and methodology. Consider these elements in order to effectively provide the requested services.

Constraints associated with performing the required services include the regional location of the Department’s solid waste facilities. As described in Section V (Work Environment), Kern County facilities are located across the desert, mountain, and valley regions of Kern County and the southern San Joaquin Valley. This requires significant transportation and logistics coordination to maximize hauling operations and reduce overall costs.

The Department operates under permits issued by CalRecycle, Kern County Environmental Health, Kern County Planning, San Joaquin Valley Air Pollution Control District, and Central Valley Regional Water Quality Control Board. Permit conditions may influence the availability of organic products. Conditions include but are not limited to processing time requirements, stockpile limitations, tonnage production permitted, hours of operations, and

processing hours. Consultant shall work diligently with the County when delays due to regulatory requirements are experienced.

The County works alongside the incorporated cities of Kern County to assist with SB 1383 procurement requirements. Kern County municipalities shall be provided with preferential availability and delivery of compost and wood mulch products, based upon the discretion of the County and the needs of local municipalities.

The County has existing price agreements, purchase orders, and contracts in place with other vendors for use of County material. A certain quantity of woody material may be unavailable due to existing agreements.

IX. SECURITY REQUIREMENTS

The following is a general outline of the security items and information technology services as part of this proposal.

If the consultant utilizes a portal or system for invoicing, customer tracking, recordkeeping, uploading, downloading, or transferring of information, Consultant shall ensure current security protocols and firewall protections are in place. Consultant shall provide secure log-in credentials to the Department. Consultant shall work cooperatively with Kern County Information Technology Services and County Counsel (as needed) to review and authorize the use of any software or portal. Additional ITS security requirements may apply.

X. GENERAL SUMMARY

The Kern County Public Works Department is requesting proposals to provide marketing services for compost and other organic materials that are manufactured and produced at the Department's various solid waste facilities. This proposal includes marketing, distribution, sales, logistics, and revenue sharing associated with marketing compost and mulch. These organic materials include manufactured compost, manufactured compost mulch, compost overs, and processed wood waste. The Shafter-Wasco Composting Facility is estimated to produce between 30,000-50,000 tons per year of compost, compost mulch, and compost overs. The County's wood mulch program is estimated to produce between 25,000-35,000 tons per year.

The objective is for the Consultant to find appropriate and suitable end markets for compost products and wood mulch within Kern County and outside Kern County boundaries. End markets should be identified, cultivated, and used that demonstrate a responsible, sustainable, and legal use of the materials produced.

The Consultant must produce marketing services and end market distribution of organic products, recordkeeping and invoice tracking of materials sales, transportation and logistics networking and management, overall compliance with current organics rules and regulations, appropriate and negotiated revenue sharing, and operational input and recommendations in order to receive consideration under this request.

EXHIBIT B
SAMPLE MASTER TERMS AND CONDITIONS

**AGREEMENT FOR PROFESSIONAL SERVICES TO PROVIDE COMPOST AND
ORGANICS MARKETING SERVICES**

(County of Kern – Consultant)

This AGREEMENT, made and entered into on _____, is by and Between the **COUNTY OF KERN**, a political subdivision of the State of California (hereinafter “County”), and **CONSULTANT**, whose principal place of business is [enter address] 93010 (hereinafter “Contractor”)

RECITALS:

WHEREAS:

(a) Government Code Sections 31000 and 53060 permit the County's Board of Supervisors to contract for the furnishing of special services with individuals specially trained, experienced and competent to perform those services; and

(b) County desires to be provided compost and organics marketing services for compost products and wood mulch; and

(c) COUNTY solid waste facilities are subject to various State mandates and regulations for the handling, processing, and management of organic materials, including Senate Bill 1383; and

(d) COUNTY has, by means of a Request for Proposal process, selected Contractor to provide the requested services; and

(e) COUNTY operates the Shafter-Wasco Composting Facility, which manufactures products including compost, compost mulch, and compost overs, that require distribution and procurement of compost in compliance with State mandates and regulations; and

(f) COUNTY operates solid waste facilities that manufacture a wood mulch product from the processing of organic materials (brush, wood waste, etc.) that require distribution and procurement of mulch in compliance with State mandates and regulations; and

(g) CONSULTANT has agreed to provide COUNTY with marketing of compost products and wood mulch from solid waste facilities to commercial and agricultural users; and

(h) CONSULTANT and COUNTY has agreed to revenue sharing of the gross sales of compost products and wood mulch products; and

(i) CONSULTANT has represented to the COUNTY that it is fully qualified and willing to perform such services, all in conformity with accepted professional practices, precision and conformity with applicable laws; and

(j) COUNTY desires to engage CONSULTANT to provide said services and Contractor, by reason of his/her qualifications, experience and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein; and

(k) The execution of such services are in the public interest and the utilization of the CONSULTANT is necessary in order to properly market compost products and wood mulch.

AGREEMENT:

IT IS HEREBY AGREED between the parties hereto as follows:

1. **Services to be Rendered.** Contractor shall provide professional services associated with compost and organics marketing services as described in the Scope of Work contained in Exhibit "A", which is attached hereto and incorporated herein by this reference.

a. Program Development: Contractor shall assist the County with development and implementation a marketing program for compost and organic materials.

b. Organic Materials Marketing: Consultant shall leverage its own sales and marketing resources in order to market and sell the organic products produced.

c. Organic Materials End Markets: Consultant shall identify end markets for the variety of organic products produced or manufactured from the County's solid waste facilities.

d. Direct Service Provider: Consultant shall enter into a Direct Service Provider agreement in compliance with California Senate Bill (SB) 1383 regulations.

e. Customer Portal: Consultant shall utilize a customer portal or system to coordinate deliveries and hauling of products.

f. Invoicing: Consultant shall track invoices and collections for all sales and donations made.

g. Logistics: Consultant shall develop a logistics network to reduce freight costs. Consultant shall provide transportation and scheduling services associated with pickup and delivery of products.

h. Operational Input: Consultant shall provide recommendations regarding organic material operations at County solid waste facilities.

2. **Compensation to Contractor.** Services performed based on time and reimbursable expenses will be compensated according to the Contractor's Rate Schedule, attached hereto as **Exhibit "B"**, and incorporated herein by this reference. This Rate Schedule is to remain fixed for the life of this contract unless and until revised by mutual written agreement. The maximum amount payable to Contractor for all tasks to be completed, and all costs and expenses incurred by Contractor under the terms of this Agreement, shall not exceed **\$250,000**.

3. **Reimbursement Policy and Billing Requirements.** All invoices for payment shall be submitted in a form approved by the County and shall contain an itemization of all costs and fees broken down monthly (including an itemization of all travel expenses incurred, if applicable) and also stated as a cumulative total. Invoices shall be sent to the Kern County Public Works Department, located at 2700 M Street, Suite 400, Bakersfield, CA 93301 for review and processing. Payment will be made to Contractor within 30 days of receipt and approval of each invoice by the Department.

4. **Revenue Sharing.** Contractor proposes to remit between 50% to 100% of the gross sales to County until monthly service fees are fully recovered by County. Subsequently, both parties agree to evenly split the proceeds from compost products and wood mulch products sales.

5. **Term.** This Agreement shall be deemed in force as of the date first above written and shall remain in effect for five years June 30, 2031, unless sooner terminated as hereinafter provided.

6. **Representations.** Contractor makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

a. Contractor has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

b. Contractor does not have any actual or potential interests adverse to County, nor does Contractor represent a person or firm with an interest adverse to County, with reference to the subject of this Agreement; and

c. Contractor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

7. **Assignment.** Contractor shall not assign, sublet or transfer this Agreement, or any part hereof without the prior express and written consent of the County. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior express and written approval of the County.

8. **Negation of Partnership.** In the performance of all services under this Agreement, Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

9. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless County and County's Board members, agents, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities,

charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, of whatever kind or nature (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time and investigation costs) ("Claims") which arise out of or are in any way connected with any negligence, recklessness or willful misconduct of, or breach of the terms of this Agreement by, Contractor or Contractor's officers, agents, employees, independent contractors, sub-contractors of any tier or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

To the extent allowed by law, the County agrees to indemnify, hold harmless and defend Contractor from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulation or orders, to the extent that such damage was caused by: (i) the County's breach of any term or provision of this Agreement; (ii) the failure of any warranty of County to be true, accurate and complete; or (iii) any negligent or willful act or omission of County or its employees or agents.

10. **Insurance.** Contractor, in order to protect County and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any services under this Agreement until Contractor has obtained all insurance required under this Section and the required Certificates of Insurance have been filed with the County's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the Certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and terminate provisions shown thereon. Contractor shall promptly deliver to County a Certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such Certificates and Endorsements shall be delivered to County prior to the expiration date of any policy. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

a. Workers' Compensation and Employer's Liability Insurance Requirement

- In the event Contractor has employees who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code.

Contractor shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement are not covered by Labor Code Section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain Employer's Liability insurance with limits of \$1,000,000 for bodily injury or disease.

b. Liability Insurance Requirements:

(1) Contractor shall maintain in full force and effect, at all times during the terms of this Agreement, the following insurance:

(a) *Commercial General Liability Insurance*, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitations for independent contractors working on behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

(b) *Automobile Liability Insurance* against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be \$1,000,000 each occurrence.

(c) *Contractor's Pollution Liability (Sudden or Accidental)* for all Contractor service facilities, which shall be \$1,000,000 per occurrence and \$2,000,000 aggregate.

(2) The Commercial General Liability, Contractor's Pollution Liability Insurance and Auto Liability Insurance, required in this sub-paragraph b. shall include an endorsement naming the County and County's Board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10; or (ii) ISO form CG 20 37, plus either ISO form CG 20 10 or CG 20 33; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least one year following termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of one year following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. Cancellation of Insurance - The above-stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all Contractor's obligations under this Agreement, except as otherwise indicated herein. Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits, except after 10 days' written notice in the case of non-payment of premiums or 30 days' written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of "A-;VII". Any exception to these requirements must be approved by the County Risk Manager.

e. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverage.

f. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.

g. Insurance coverages in the amounts set forth herein shall not be construed to relieve Contractor from any liability, whether within, outside or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

h. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to

reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

11. **Termination.** The County may at its option, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective 15 days after personal delivery, or 20 days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either Contractor or the County, Contractor shall submit to the County all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within 15 days after the effective date of any written Notice of Termination.

Should either party terminate this Agreement as provided herein, County shall pay Contractor for all satisfactory services rendered by Contractor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 2 herein.

12. **Ownership of Documents.** All reports, documents and other items generated or gathered in the course of providing services to the County under this Agreement are and shall remain the property of the County and shall be returned to County upon full completion of all services by Contractor or termination of this Agreement, whichever first occurs.

13. **Notices.**

a. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A party may change the address to which notice is to be given by giving notice as provided herewith.

b. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

c. All notices required or provided for in this Agreement shall be provided to the parties as follows:

County:

Kern County Public Works Department
2700 M Street, Suite 400
Bakersfield, CA 93301
Attn: Dave Lee

Contractor:

[CONTRACTOR INFORMATION]

14. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Section 1090, et seq., and Section 87100, et seq., of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100, et seq., during the term of this Agreement.

15. **Sole Agreement.** This document, including any attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

16. **Authority to Bind County.** It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

17. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

18. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

19. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

20. **Confidentiality.** Contractor shall not, without the written consent of County, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

21. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

22. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or

otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the parties intended to enter into in the first instance.

23. **Compliance with Law.** Contractor shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

24. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties hereto.

25. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

26. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties further consent to the use of electronic signatures, which shall be given the same effect as an original signature.

27. **Nondiscrimination.** Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or any other classification protected by law, either directly, indirectly or through contractual or other arrangements.

28. **Audit, Inspection and Retention of Records.** Contractor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement.

a. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

29. **Non-Collusion Covenant.** Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Contractor has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

30. **Compliance with IRCA.** Contractor acknowledges that Contractor, and all

subcontractors hired by Contractor to perform services under this Agreement. are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

31. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

32. **No Third-Party Beneficiaries.** It is expressly understood and agreed that the enforcement of these terms and conditions, and all rights of action relating to such enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

33. **Amendments.** The Agreement represents the full and complete understanding between the parties, and may only be modified or amended by a written agreement signed by both parties.

34. **Political/Religious Activity.** No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

Signatures on following page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day, and year first-above written; and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

COUNTY OF KERN

APPROVED AS TO CONTENT
Kern County Public Works

By: _____
Chairman
Board of Supervisors

By: _____
Joshua Champlin, Director

APPROVED AS TO FORM
Office of County Counsel

[Consultant]

By: _____
Joshua H. Rudnick, Deputy

By: _____
Name, Title