



SONOMA COUNTY VEGETATION AND HABITAT MAPPING PROGRAM REQUEST FOR PROPOSALS (RFP)

A. Project Background and Description

The Sonoma County Agricultural Preservation and Open Space District (“District”) is seeking proposals from experienced and qualified organizations (“Consultant”) to provide a diverse set of services related to the Sonoma County Vegetation and Habitat Mapping Program (Program). The Program is expected to require a three- to five-year timeframe, and will include the development of a fine-scale vegetation and habitat map and associated databases that will support the District’s conservation planning, land acquisition and stewardship programs, as well as the programs and activities of other county departments and entities. Mapping of vegetation and habitat is expected to require the acquisition of remote sensing and field data, as well as other relevant data sets such as LiDAR, with the quality, extent and resolution of data dependent upon the level of outside funding obtained. A change detection element may be included in the Program. Although the main focus of the Program is technical in nature and focused on mapping vegetation and habitats, other elements of the Program will include creation of a consortium of agencies and technical experts to design and implement the Program, meeting coordination, funding development, attendance and presentations at internal and public meetings, and the development of outreach and educational materials related to the Program.

The District has committed anchor funding in the amount of \$300,000 to leverage the creation of this consortium and hire the consultant to begin planning and implementing the Program. The expected cost of the entire mapping Program is estimated at \$800,000-1,000,000, the majority of which is expected to result from outside funding. The estimated cost of the Program may increase as additional elements are added, such as LiDAR or change detection. The District expects to fund these additional elements with outside funding. The District expects that approximately 85% of the overall funding (including the initial \$300,000 provided by the District) will be allocated to the implementation of the mapping Program, with 15% or less allocated to coordination of the coalition, meetings, outreach and funding development.

Consultant services are anticipated to be required from approximately March 2012 to June 30, 2017. Contracts shall be dependent upon approval of the District budget by the District’s Board of Directors. The District expects to select one consultant to work closely with the District and various advisory groups to complete this project over a five-year period. Because of the technically challenging and diverse nature of this project scope, the District expects that the consultant team will be comprised of multiple individuals with different technical skills sets – either employed by one organization or consisting of a consultant team of multiple organizations. Substantial demonstrated knowledge of Sonoma County flora and habitats is required.

The District is a dependent special district, approved by the voters in 1990 to preserve agricultural and open space lands throughout the county. With funds generated from a voter-approved quarter-cent sales tax, the District has permanently preserved over 80,000 acres through conservation easements and fee title purchase of land. The Sonoma County Board of Supervisors, acting as the District’s Board of Directors, is responsible for the permanent preservation of the diverse agricultural, natural resource, and open space lands in Sonoma County, California. The District boundaries are the same as the boundaries of Sonoma County. An independent Fiscal Oversight Commission monitors all sales tax expenditures and a Citizen’s Advisory Committee advises the Board and staff on policy matters and proposed land protection efforts. The District regularly partners with other county agencies, cities, state and federal agencies, NGOs and private groups to achieve its mission.

The North Bay—with its vast marine-terrestrial transition zones, mountainous terrain, numerous streams, sloughs and rivers, and fertile agricultural lands—is rich with natural resources that serve the community’s need for clean water, food, flood protection, natural areas and wildlife, and recreational experiences. Vegetation cover is the key baseline for nearly all natural resource analyses the District anticipates undertaking—from setting quantifiable conservation targets

for acquisition, to developing sound management plans for District-owned lands, to ensuring regulatory compliance, to determining the District's strategy with regard to the projected effects of global climate change. In addition to the District, many other public and private entities in Sonoma County require – and do not currently have – accurate fine-scale information on vegetation and habitat to support their planning and business enterprises. Although a vegetation map exists for the North Bay, it is a product of dated, coarse-scale satellite imagery - making it too unreliable for the District's and its partners' needs.

Likely applications of the fine-scale vegetation and habitat map for Sonoma County include the following:

- Conservation planning and acquisition prioritization
- Resource assessments for District-owned and other Sonoma County lands
- Watershed management and land management planning
- Regulatory planning and compliance
- Mapping of carbon sequestration potential
- Climate adaptation planning
- Public safety assessments: fire and fuel load, illegal cultivation of marijuana
- Funding development
- Endangered species planning and protection
- Water quality, quantity and groundwater assessments

B. Statement of Requirements - Services Required of Successful Consultant

The successful Consultant will develop and implement the Program - in close consultation with and under the direction of the District's Strategic Initiatives Manager and Conservation Planner or their designees. The Program will include, but not be limited to, the following deliverables:

- An adaptive five-year work strategy for the planning, coordination, funding and execution of the Program, as well as annual and quarterly work plans that incorporate new information related to funding and new technologies or approaches. Work plans will include detailed information about remote sensing techniques and materials/data sources, data gathering protocols (field and remote), data and meta-data management approach, map and spatial database development, funding development, technical and peer review committee input, communications and overall Program management;
- A comprehensive and high-quality vegetation and habitat map for Sonoma County that utilizes District-provided aerial imagery and other data;
- A quarterly report that identifies and evaluates current techniques for the development of high-quality, technically-sound, and cost-effective approaches to fine-scale vegetation and habitat mapping and change detection. The quarterly report will be used to refine the adaptive five year work strategy and support any needed changes in the Program based on new information;
- Protocols for remote sensing, field data gathering, vegetation classification, data management, map and spatial database development and metadata creation;
- A plan for integration of key committees into the Program – including a technical committee and a stakeholder committee;
- A detailed and adaptive funding plan for the Program, and as requested by District, development of funding applications;
- A communication strategy for the Program to be used for coalition members, funders and the public;

- Forms, reports, and invoicing as required.

In addition to the above deliverables, the District expects regular phone, e-mail and in-person communication to ensure the smooth functioning of the Program.

C. Proposal Submittal

1. **Form:** Consultants must submit one (1) electronic copy, one (1) signed original, and four (4) copies of the signed proposal by **2 p.m., Tuesday, February 21, 2012**. Proposals must be enclosed in a sealed envelope or package and clearly marked **“Proposal for Sonoma County Vegetation and Habitat Mapping Program.”** Proposals shall be submitted to:

Tom Robinson, Conservation Planner
Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401

2. **Due Date:** Proposals must be received no later than **2 p.m., Tuesday, February 21, 2012**. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.
3. **General Instructions:** To receive consideration, proposals shall be made in accordance with the following general instructions:
 - a) The signature of all persons signing the proposal shall be in long hand. The completed proposal shall be without alterations or erasures.
 - b) No oral or telephonic proposals will be considered.
 - c) The submission of a proposal shall be an indication that the consultant has investigated and satisfied himself/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.
4. **Proposal Format and Contents:** For ease of review and to facilitate evaluation, the entire proposal shall be submitted with 12 point font, 1 inch margins. The proposals for this project should be organized and presented in the order requested as follows:
 - a) **Signed Proposal Cover Sheet:** Please complete and submit Attachment B.
 - b) **Section I - Organizational Information:**

Provide specific information concerning the consultant team in this section, including the legal name, address and telephone number of each company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include 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 must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the District must 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.
 - c) **Section II - Qualifications and Experience:**

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably locally, and within the State of California. For staff assigned to the Program, provide detailed information regarding their qualifications and experience, including relevant projects and a resume. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies/groups for whom similar services have been provided. Examples of five (5) completed projects, as current as possible, should be submitted, as appropriate. These work products shall become the property of the District unless requested otherwise in writing at the time of submission. Work products submitted that are to be returned to Consultant should be clearly marked with Consultant name and address. Page limit for Section II - Qualifications and Experience: 15 pages (not including the five completed projects).

d) Section III – Identification of subcontractors:

Consultant shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, consultants shall indicate (1) what products and/or services are to be supplied by that subcontractor, (2) what percentage of the overall scope of work that subcontractor will perform, (3) the qualifications of each sub-contractor and assigned staff to carry out the work; and (4) the subcontractor's costs of service as outlined in Section V below. Page limit for Section III - Identification of Subcontractors: 10 pages

e) Section IV - Project Approach

Provide information regarding proposed approach to the Program, assuming a three- to five-year time window to accomplish the project. Proposers may opt to respond to all of the items outlined in Section B – Statement of Requirements (above) or only selected elements, and should clearly state which elements are included. Consultant may provide any additional information that Consultant deems relevant to this proposal. Page limit for Section IV - Project Approach: 20 pages.

f) Section V - 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 or required products and services. The District expects to issue a time and materials contract with detailed work plans to be developed by Consultant on a quarterly basis for District approval and authorization to proceed.

The project costs must include all expenses that will be charged to the District, including but not limited to, hourly rates for labor and associated labor costs, administrative costs including software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal. Page limit for Section V - Cost of Service: 5 pages

g) Section VI - Insurance:

The selected Consultant will be required to obtain insurance as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract.

All insurance shall be issued 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 County's Risk Management Division. The selected consultant shall file with the Contact Person Certificate(s) of Insurance stating the required coverages are in effect. No services shall be rendered to the District prior to the District's receipt of the required proof of insurance.

h) Section VII - Additional Information:

Include any other information you believe to be pertinent but not required. Page limit for Section VII – Additional Information: 10 pages

i) Section VIII – Contract Terms:

Consultant must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement. (See additional instructions to Consultants at RFP Section K(5)).

D. Materials Provided by District

District will provide the following materials for the project:

Material	Details
Aerial Imagery	Ortho-rectified imagery products from 2001, 2004, 2007, 2009, and 2011. <ul style="list-style-type: none"> • April/May 2011, 6 inch/pixel, RGB +NIR, ortho-rectified by USGS • April/May 2009, 1-foot/pixel, RGB, ortho-rectified using 10-meter DEM • July 2007, 1-foot/pixel, RGB, ortho-rectified using 10-meter DEM • July 2004, 2-foot/pixel, RGB, ortho-rectified using 10-meter DEM • 2000 (multiple acquisition dates), 1-foot/pixel, monochrome, ortho-rectified using 10-meter DEM and 65 accuracy (control) points
Grassland Vegetation Plots	Species composition reports for approximately 150 plots throughout the coastal grasslands of southern and western Sonoma County.
Vineyards	GIS layer of vineyards as of August 2008. Vineyard plots are attributed with approximate installation date based on aerial imagery (e.g., pre-2000, post-2004, etc.). Digitizing scale: 1:5000.
Vegetation – Calveg	5-meter vegetation pixels classified using Calveg classification system (updated 2007)
Vegetation – Land Cover Mapping and Monitoring Program (CalFire)	GIS layer of vegetation (CALVEG and WHR classification systems) from 1997 - 2002 Landsat TM, tiled by county with a 2.5 acre minimum mapping unit. 30-meter pixels. CA Land Cover Mapping & Monitoring Program (LCMMP)
Vegetation – Multi-source Land Cover	100-meter vegetation pixels classified using Calveg cross-walked with CWHR.
CNDDDB Points and Polygons	Species and natural community occurrences submitted to the California Natural Diversity Database
Other relevant reference GIS datasets	Transportation network, water features, parcel ownership, hydrologic network, and farmland.

F. Questions

Consultants are required to submit any additional questions in writing before the close of business on **Monday, January 30, 2012** in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders. Questions are best received and most quickly responded to when sent via e-mail directly to **tom.robinson@sonoma-county.org**. Questions will not be accepted by phone.

G. Corrections and Addenda

1. If a Consultant discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Consultant 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.
2. If a Consultant 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 consultant shall submit a proposal at their own risk, and if the consultant is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the District interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The Consultant shall sign and date the addenda cover sheet and submit same with the proposal (or deliver them to the contact person, if the consultant has previously submitted a proposal to the Department). Any oral communication by the District's designated contact person or any other District staff member concerning this RFP is not binding on the District and shall in no way modify this RFP or any obligations arising thereunder.

H. Finalist Interviews

After initial screening, 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. If it is determined that finalist interviews are necessary, they will be held **between March 5-9, 2012**, time to be determined, at the address shown in Section C1, above.

I. Selection Process

1. All proposals received by the specified deadline will be reviewed by the District for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. District 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 District employee who may be involved in the selection process shall advise the District of the name of the District employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
 - a) Demonstrated ability to perform the services described;
 - b) Experience and expertise;
 - c) Quality of work as verified by previous work products and references;
 - d) Costs relative to the scope of services;

- e) A demonstrated history of providing similar services to comparable entities;
 - f) Willingness to accept the District's contract terms;
 - g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.); and
 - h) Familiarity with Sonoma County flora.
4. The finalist interviews will be a factor in consultant selection.
 5. The District reserves the right, in its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in any proposals received. Failure to furnish all information requested or to follow the format requested herein may disqualify the consultant, in the sole discretion of the District. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
 6. The District may, during the evaluation process, request from any Consultant additional information which the District deems necessary to determine the Consultant's ability to perform the required services. If such information is requested, the Consultant shall be permitted three (3) working days to submit the information requested.
 7. An error in the proposal may cause the rejection of that proposal; however, the District may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the District 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 Consultant's intent is clearly established based on review of the complete proposal submittal, the District may, at its sole option, correct an error based on that established content. The District may also correct obvious clerical errors. The District may also request clarification from a Consultant on any item in a proposal that District believes to be in error.
 8. The District reserves the right to select the proposal which in its sole judgment best meets the needs of the District. ***The lowest proposed cost is not the sole criterion for recommending contract award.***
 9. All firms responding to this RFP will be notified of their selection or non-selection in writing after the evaluation committee has completed the selection process.
 10. Generally, the firm selected by the Evaluation Committee will be recommended to the District Board of Directors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.
 11. At its sole discretion, the District reserves the right to issue multiple awards.
 12. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, the District shall consider the locality of consultants or businesses and their sub-consultants along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers will be selected.

J. Schedule

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the District.

Date	Event
January 9, 2012	Release Request for Proposals
January 30, 2012	Deadline for Consultant Questions
February 6, 2012	District's Responses to Questions Due
Tuesday, February 21, 2012 – 2:00 pm	Proposals Due
February 23--March 2, 2012	Proposals Evaluated by District
March 5-9, 2012	Interviews Conducted (if applicable)
March 16, 2012	Notice of Acceptance/Rejection <i>(subject to delay without notice to Consultants)</i>
March 27, 2012	Board of Supervisors Awards Contract <i>(subject to delay without notice to Consultants)</i>
April 1, 2012	Begin Project

K. General Information

1. Rules and Regulations

- a) The issuance of this solicitation does not constitute an award commitment on the part of the District, and the District shall not pay for costs incurred in the preparation or submission of proposals.
- b) The District reserves the right to reject any or all proposals or portions thereof if the District determines that it is in the best interest of the District to do so.
- c) The District may waive any deviation in a proposal. The District's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful consultant from full compliance with any resultant agreement requirements or obligations. The District reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The District further reserves the right to award the agreement to the Consultant or Consultants that, in the District's judgment, best serves the needs of the District.
- d) All consultants submit their proposals to the District with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the District's General Manager, or designee, or the Board of Directors.
- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the District, all proposals shall be deemed public record. In the event that a Consultant desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the Consultant to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed. Examples of confidential materials include trade secrets and financial statements. 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. The District will consider a Consultant's request for exemptions from disclosure; however, the District will make its decision based upon applicable laws. An assertion by a consultant that the entire proposal, or large portions, is exempt

from disclosure will not be honored. 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.

- f) The District will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Consultants are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Consultants are advised that the District does not wish to receive confidential or proprietary information, and that consultants are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
 - i. [Legal name of Consultant] shall indemnify, defend and hold harmless the County of Sonoma, 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 Consultant] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

2. Nonliability of District

The District shall not be liable for any pre-contractual expenses incurred by the consultant or selected contractor or contractors. The District shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Proposal Alternatives

Consultant may not take exception or make material alterations to any requirement of the RFP. Alternatives may be submitted as separate proposals and so noted on the cover of the proposal. The District reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the District's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate in the cover letter that the proposal offers an alternative to the RFP.

4. Lobbying

Any party submitting a proposal or a party representing a consultant shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any District employee, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Form of Agreement

- a) No agreement with the District shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, District personnel are without authorization to waive or modify agreement requirements.
- b) A sample of the agreement is included as Attachment A hereto. Consultant must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the District's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c) Proposals submitted shall include a statement that (i) the consultant has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the consultant except as noted specifically in the proposal. A consultant taking exception to the District's sample agreement must also provide alternative language for those provisions considered objectionable to the consultant. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.

- d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

6. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) The selected consultant will be required to execute an agreement with the District for the services requested within sixty (60) days of the District's notice of intent to award. If agreement on terms and conditions acceptable to the District cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the District, the District reserves the right to retract any notice of intent to award and proceed with awards to other consultants.

7. Withdrawal and Submission of Modified Proposal

- a) A consultant may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the consultant or his/her authorized agent. The consultant 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.

Attachments:

Attachment A: Sample Agreement (included in the RFP packet)

Attachment B: Proposal Cover Sheet (included in the RFP Packet)

ATTACHMENT A

AGREEMENT FOR PERSONAL SERVICES

This agreement ("Agreement") effective upon execution ("Effective Date") is by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District") and _____, a _____ (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consulting company experienced in the areas of _____, and related services; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Consultant for _____.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. SERVICES TO BE PROVIDED.

1.1 Scope of Work. Consultant shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation with District. Consultant shall cooperate with District and District staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional fee until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

1.4.1 Removal of Personnel. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from District.

1.4.2 Key Personnel. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.

1.4.3 Qualified Replacements. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. PAYMENT. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms: _____.

3. TERM OF AGREEMENT. The term of this Agreement shall be from the Effective Date to _____, unless terminated earlier in accordance with the provisions of Article 4 below.

4. TERMINATION.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provisions of this Agreement, should Consultant fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, District may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within fourteen (14) days following the date of termination, shall deliver to District all materials and work product subject to Section 9.10 and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by District, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a time/materials basis, Consultant shall be entitled to payment for the amount of time spent and expenses incurred prior to termination, as full payment for all services satisfactorily rendered and expenses incurred hereunder; and further provided that if District terminates the Agreement for cause pursuant to Section 4.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of District. In addition, the District's General Manager, on consultation with District Counsel, shall have the authority to terminate this Agreement on behalf of the District.

5. INDEMNIFICATION. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to indemnify, hold harmless, and release District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section 5 apply whether or not there is concurrent negligence on District's part, but, to the extent required by law, excluding liability due to District's conduct. District shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. INSURANCE. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below:

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Sonoma County Agricultural Preservation and Open Space District."

6.2 General Liability Insurance. Commercial business liability insurance covering bodily injury and property damage using an occurrence policy form in an amount no less than \$1,000,000 limit for each occurrence and \$2,000,000 each for the premises/operations aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- (a) "The Sonoma County Agricultural Preservation and Open Space District, its officers and employees, is named as additional insured for all liability arising out of the ongoing and completed operations by or on behalf of the named insured in the performance of the Agreement between the Sonoma County Agricultural Preservation and Open Space District and _____."
- (b) "The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."
- (c) "The insurance provided herein is primary and non-contributory coverage to the Sonoma County Agricultural Preservation and Open Space District with respect to any insurance or self-insurance programs maintained by the District."
- (d) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Sonoma County Agricultural Preservation and Open Space District."
- (e) With respect to the Agreement between the Sonoma County Agricultural Preservation and Open Space District and _____ there is a separate premises/operations aggregate.

6.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Sonoma County Agricultural Preservation and Open Space District."

6.4 Documentation. The following documentation shall be submitted to the District:

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the District for the duration of this Agreement.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to execution of this Agreement. Consultant agrees to maintain current endorsements evidencing the above-specified requirements on file with the District for the duration of this Agreement.
- (c) Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.
- (d) After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

6.5 Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.6 Material Breach. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. District, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

7. PROSECUTION OF WORK. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein; provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by the number of days equal to the number of days Consultant has been delayed.

8. EXTRA OR CHANGED WORK. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. The General Manager must authorize all extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work; and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed without such express and prior written authorization of District's General Manager.

9. REPRESENTATIONS OF CONSULTANT.

9.1 Standard of Care. District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 4 above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on these earnings.

9.4 Cost Disclosure. In accordance with Government Code section 7550, Consultant agrees to state in a separate section in any filed report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by District, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with District disclosing Consultant's or such other person's financial interests.

9.7 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis including, without limitation, the District's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.8 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

TO CONSULTANT:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U. S. Mail, (2) the sender has a written confirmation of the facsimile transmission, and (3) the facsimile is transmitted before 5:00 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

13. MISCELLANEOUS PROVISIONS.

13.1 No Waiver of Breach. The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and District acknowledge that they have each contributed to the making of this Agreement and that in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. To the extent allowed by law, the parties agree that any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO SUBSTANCE

BY DEPARTMENT:

By: _____

Name: _____

Title: _____

Date: _____

CERTIFICATES OF INSURANCE

REVIEWED BY AND ON FILE WITH:

By: _____

Elaine Rotondo

Title: _____

Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____

Phyllis C. Gallagher
Deputy County Counsel

Date: _____

**ATTACHMENT B
REQUEST FOR PROPOSALS**

PROPOSAL COVER SHEET

Acceptance of District Contract Form

A sample agreement is contained as Attachment "A" to the District's Request for Proposals. Although the attached draft is subject to revision before execution by the parties, by submission of a proposal, the undersigned indicates that, except as specifically and expressly noted in its proposal, the consultant has no objection to the attached draft or any of its provisions such that, if selected, the consultant will enter into a final agreement based substantially upon the attached draft.

Certification of Authority

By signing below, the person executing the certificate on behalf of the consultant affirmatively represents that s/he has the requisite legal authority to do so on behalf of the consultant. Both the person executing this proposal on behalf of the consultant and consultant understand that the District is relying on this representation in receiving and considering this proposal. The person signing below hereby acknowledges that s/he has read the entire Request for Proposals document and has complied with all requirements listed therein.

Official Authorized to Sign for Proposal/Consultant

Signature

Title Date