



## Mowing and Wildlife Survey Services REQUEST FOR PROPOSALS (RFP)

The Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space) invites you to respond to a Request for Proposals for “as-needed” mowing and wildlife survey services for properties owned by Ag + Open Space.

Proposals must be received no later than **2:00 p.m. on March 5, 2020.**

### A. Introduction/Purpose

#### 1. Ag + Open Space Background

In 1990, the voters of Sonoma County created the District to protect the greenbelts, scenic views, farms and ranches, and natural areas of Sonoma County. Ag + Open Space uses and leverages funds generated from a voter-approved, quarter-cent sales tax to protect open space, including lands that provide for productive agriculture, healthy natural resources, scenic vistas, greenbelts, recreational opportunities, and open space in and near communities and cities.

To date, Ag + Open Space has protected over 118,000 acres in Sonoma County, including conservation easements, open space easements, and fee title properties. Fee title properties (land owned by Ag + Open Space) comprise approximately 4,200 acres, many of which are slated to become future parks and preserves.

#### 2. Project Description

Ag + Open Space is soliciting proposals from qualified Contractors (referred to hereafter as “Contractors”) to provide “as-needed” mowing and wildlife survey services for work on various Ag + Open Space fee properties throughout Sonoma County. A map of Ag + Open Space’s current fee properties is included in Attachment 6. Ag + Open Space intends to select several Contractors for work over a **three-year term**. Work will primarily take place in late spring and early summer (subject to change based on annual conditions and Ag + Open Space’s needs).

#### ***Mowing Services***

This task will include mowing annual grasses and other herbaceous vegetation in locations specified by Ag + Open Space staff using tractor-pulled mower, string trimmer or similar other equipment. Typical projects include mowing property boundaries along roadway frontages and adjacent to neighboring structures for fire abatement purposes and mowing along internal roads and/or trails for vehicle and pedestrian access (subject

to change based on current need). Contractors must follow direction when instructed to avoid areas with sensitive plant species, nesting birds, or other sensitive habitats.

### ***Wildlife Survey Services***

This task will include surveying the project area prior to the commencement of mowing activity to locate wildlife and other sensitive habitat areas. This work will include preparation of a report to communicate the location of sensitive areas and recommended buffer areas to Ag + Open Space staff and/or the mowing Contractor. Wildlife survey work will be conducted by a qualified biologist.

All work under the as-needed agreement(s) will be initiated by an Ag + Open Space staff member with specific work assignment details determined upon project initiation, including the specific project location, scope of work, completion schedule and cost estimate. Ag + Open Space staff will prepare a Task Order (see Attachment 3, Exhibit C) to summarize the specific project, signed by Ag + Open Space Staff and the Contractor, prior to commencement of work.

Ag + Open Space reserves the right to award as-needed service agreements to multiple Contractors for similar tasks or select one Contractor for a variety of tasks. Ag + Open Space will not guarantee any minimum or maximum amount of work to be completed under any as-needed agreement. In addition, there is no expressed or implied obligation for Ag + Open Space to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

## **B. Statement of Requirements - Services Required of Successful Proposer**

The selected Contractor(s) must demonstrate the ability to address and provide all equipment and expertise necessary to complete one or both of the tasks listed below. Contractors that are able to complete both Task 1 and Task 2 will be given preference during the evaluation and selection process. Contractors who are qualified to complete one task are encouraged to co-apply with a qualified subcontractor to perform the other task.

### **1. Scope of Work**

#### **Task 1: Mowing Services**

Contractor shall perform mowing services that may include the following:

- Mow annual grasses and other herbaceous vegetation in locations specified by Ag + Open Space staff using tractor-pulled mower, string trimmer or similar other equipment. Mowing project locations may include:
  - Mowing property boundaries adjacent to road frontages
  - Mowing property boundaries adjacent to neighboring structures
  - Mowing internal roads and/or trails for vehicle and pedestrian access
  - Mowing control lines around proposed prescribed burn units
  - Mowing within fenced restoration areas

- Attend site visits with Ag + Open Space staff to discuss specific project needs
- Avoid areas determined by Ag + Open Space staff and/or a qualified biologist to be sensitive areas (e.g. nesting bird sites, rare plants, etc.)
  - If Contractor has not identified a qualified biologist to perform wildlife surveys as part of this RFP, Ag + Open Space will arrange for another Contractor to perform a wildlife survey prior to any mowing

### **Task 2: Wildlife Survey Services**

Contractor shall perform wildlife survey services that may include the following:

- Attend site visits with Ag + Open Space staff to discuss specific project needs
- Survey mowing areas no more than two weeks prior to planned mowing activity
- Clearly mark locations of any observed bird nesting and/or wildlife activity in the field and communicate this information to Ag + Open Space staff and/or mowing Contractor
- Prepare a report describing survey methodology and findings, including photos and/or maps of bird nesting and/or wildlife activity locations and buffer areas for mowers to avoid

## **C. Local Preference**

It is the policy of Ag + Open Space to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses and Contractors to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or Contractor who has a valid physical address located within Sonoma County from which the vendor or Contractor operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, Departments shall consider the locality of Contractors or businesses and their sub-contractors 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 should be selected. If hiring sub-contractors, Ag + Open Space strongly encourages using local service providers.

More information about the County's [Local Preference Policy for Services](http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/) can be found on <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>

## D. 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. Ag + Open Space shall issue the amendment to all parties.

Date	Event
February 13, 2020	Release Request for Proposals
February 20, 2020	Deadline for Proposer's Questions by 5:00 p.m.
February 25, 2020	Ag + Open Space's Responses to Questions Due
March 5, 2020	Proposals Due by 2:00 p.m.
March 20, 2020	Proposals Evaluated by Ag + Open Space
April 13, 2020	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
April 28, 2020	Board of Directors Awards Contract <i>(subject to delay without notice to proposers)</i>

## E. Pre-Bid Conference

(Section omitted)

## F. Questions

Proposers will be required to submit all questions in writing before **5:00 p.m. on February 20, 2020** in order for staff to prepare written responses to all Contractors. Written answers will be shared with all potential bidders through an addendum on the County's Supplier Portal, on Ag + Open Space's website and email notification. Questions should be sent via email directly to [catherine.iantosca@sonoma-county.org](mailto:catherine.iantosca@sonoma-county.org). Questions will not be accepted by phone.

## G. Corrections and Addenda

1. 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.
2. 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.

3. Addenda issued by Ag + Open Space interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal (or deliver them to Ag + Open Space, if the proposer has previously submitted a proposal to Ag + Open Space). Any oral communication by Ag + Open Space's designated contact person or any other Ag + Open Space staff member concerning this RFP is not binding on Ag + Open Space and shall in no way modify this RFP or any obligations arising hereunder.

## H. Proposal Submittal

### 1. Form

Proposers must submit one (1) electronic copy to the County of Sonoma's Supplier Portal. The link to the [Supplier Portal](https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT) follows:

<https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT>

Note: Proposers must be registered to submit electronic submittals. See registration instructions on link above.

Additionally, proposers must submit hard copy submittals: (1) signed original, and four (4) copies of the signed proposals. Proposals must be enclosed in a sealed envelope or package and clearly marked:

#### **"MOWING AND WILDLIFE SURVEY SERVICES"**

Address hard copy submittals to:

Catherine Iantosca, Stewardship Technician  
Sonoma County Agricultural Preservation and Open Space District  
747 Mendocino Avenue  
Santa Rosa, CA 95401

### 2. Due Date

Proposals must be received **no later than 2:00 p.m. on March 5, 2020**. 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 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 proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of Ag + Open Space, including all terms and conditions contained within this RFP.

#### **4. 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:

##### **Section 1. Organizational Information**

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your 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 Ag + Open Space 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.

##### **Section 2. Qualifications and Experience**

Provide specific information in this section concerning the Contractor's experience in the services described in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate.

**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.

Debarment or Other Disqualification Proposer must disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information

*Page limit for Section 2 - Qualifications and Experience: 4 pages.*

##### **Section 3. Project Approach**

Contractor must describe their ability to address all of the services they propose to provide. Contractor may provide any additional information that they think is relevant to this proposal.

*Page limit for Section 3 - Project Approach: 2 pages.*

##### **Section 4. Proposal Scope Form** (Attachment 2: Proposal Scope Form)

Contractors should check all boxes corresponding to categories of work they are offering to perform for Ag + Open Space.

**Section 5. Cost of Service**

Contractors must submit a rate sheet with the hourly rates for all workers that will be working under the As-Needed Agreement. Rates shall apply for three years. Contractors must describe any markup that will be built into any quote that may be requested by Ag + Open Space.

*Page limit for Section 5 - Cost of Service: 2 pages.*

**Section 6. Identification of Subcontractors**

List all subcontractors you intend to use for the proposed scope(s) of work. For each subcontractor listed, Contractor 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 subcontractor and assigned staff to carry out the work; and (4) the subcontractor's costs of service as outlined in Section 5 above.

*Page limit for Section 6 - Identification of Subcontractors: 4 pages.*

**Section 7. Insurance**

The selected proposer will be required to submit and comply with all insurance as described in Attachment 3 Sample Service Agreement for Open Scope Services, Exhibit D Insurance Requirements. Securing this insurance is a condition of award for this contract.

**Section 8. Declaration of Local Business for Services and Living Wage Forms**

Please complete Attachment 4 Declaration of Local Business for Services and Attachment 5 Living Wage Solicitation Form.

**Section 9. Additional Information**

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

**Section 10. Contract Terms**

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment 1, Proposal Cover Sheet) or identify specific exceptions to the sample agreement.

**I. Selection Process**

1. All proposals received by the specified deadline will be reviewed by Ag + Open Space for content, including but not limited to rates, related experience and professional qualifications of the proposing contractors.
2. Ag + Open Space 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 an Ag + Open Space employee who may be involved in the selection process shall advise Ag + Open Space of the name of that 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. Quality of the proposal
  - b. Demonstrated ability to perform the services described;
  - c. Ability to perform both Tasks described;
  - d. Experience, qualifications and expertise;
  - e. Quality of work as verified by references;
  - f. Rates;
  - g. A demonstrated history of providing similar services to comparable entities in a high quality manner;
  - h. The locality of the Contractor;
  - i. Willingness to accept Ag + Open Space's contract terms; and
  - j. 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.).
4. The General Manager of the Sonoma County Agricultural Preservation and Open Space District, in consultation with staff, reserves the right, at his sole discretion, to take any of the following actions at any time before selection: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the Contractor, in the sole discretion of Ag + Open Space. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
5. Ag + Open Space may, during the evaluation process, request from any Contractor additional information which Ag + Open Space deems necessary to determine the Contractor's ability to perform the required services. If such information is requested, the Contractor will have three (3) business days to submit the information requested.
6. An error in the proposal may cause the rejection of that proposal; however, Ag + Open Space may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, Ag + Open Space 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, Ag + Open Space may, at its sole option, correct an error based on that established content. Ag + Open Space may also correct obvious clerical errors. Ag + Open Space may also request clarification from a proposer on any item in a proposal that Ag + Open Space believes to be in error.

7. Ag + Open Space reserves the right to select the proposal(s) which in its sole judgment best meets the needs of Ag + Open Space and to award to only one or multiple qualified submittals. The lowest proposed cost is not the sole criterion for recommending contract award. Ag + Open Space also makes no guarantee of any or equal amounts of work.
8. All Contractors responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
9. Generally, Contractor(s) selected by the evaluation committee will be recommended to the Board of Directors for proposed contract(s), but the Board is not bound to accept the recommendation or award the contract(s) to the recommended Contractor(s).
10. Ag + Open Space reserves the right to award contracts to multiple Contractors for similar work and to award contracts for a more limited scope of services than a Contractor proposes to perform.

## **J. 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. Interviews may or may not have their own separate scoring during the evaluation process.

## **K. General Information**

### **1. Rules and Regulations**

- a. The issuance of this solicitation does not constitute an award commitment on the part of Ag + Open Space, and Ag + Open Space shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
- b. Ag + Open Space reserves the right to reject any or all proposals or portions thereof if it determines that it is in the best interest of Ag + Open Space to do so.

- c. Ag + Open Space may waive any deviation in a proposal. Ag + Open Space'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. Ag + Open Space reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. Ag + Open Space further reserves the right to award the agreement to the proposer or proposers that, in Ag + Open Space's judgment, best serves the needs of Ag + Open Space.
- d. All proposers submit their proposals to the Audit Committee with the understanding that the recommended selection of the committee is final and subject only to review and final approval by Ag + Open Space General Manager (via delegation), the County Purchasing Agent 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 Ag + Open Space, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer 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, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. 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. Ag + Open Space will consider a proposer's request for exemptions from disclosure; however, Ag + Open Space will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. 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. Ag + Open Space will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that Ag + Open Space does not wish to receive confidential or proprietary information and those proposers 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:

[Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma and the Sonoma County Agricultural Preservation and Open Space District, 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.

## **2. Nonliability of Ag + Open Space**

Ag + Open Space shall not be liable for any pre-contractual expenses incurred by the proposer or selected contractor(s). Ag + Open Space 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**

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

## **4. Lobbying**

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma or Sonoma County Agricultural Preservation and Open Space District, 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 Ag + Open Space shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
- b. A sample of the agreement is included as Attachment 3. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of Ag + Open Space's standard agreement will not be negotiated. Indemnification language will not be negotiated.
- c. Proposals submitted shall include a statement that (i) the proposer 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 proposer except as noted specifically in the proposal. A proposer taking exception to Ag + Open Space's

sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. 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 Contractor'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. Unless otherwise authorized by Ag + Open Space, the selected audit firm will be required to execute an agreement with Ag + Open Space for the services requested within sixty (60) days of Ag + Open Space's notice of intent to award. If agreement on terms and conditions acceptable to Ag + Open Space 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 Ag + Open Space, Ag + Open Space reserves the right to retract any notice of intent to award and proceed with awards to other Contractors, or not award at all.

- 7. 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. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

#### **L. Protest Process**

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: [Protests and Appeals for Goods and Professional Services Procurements](#).

#### **M. Living Wage**

The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract/franchise agreement. Without limiting the generality of the foregoing, the contractor/franchisee/economic development assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the

contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the [Living Wage Ordinance](http://sonomaCounty.ca.gov/CAO/Living-Wage-Ordinance/) is: <http://sonomaCounty.ca.gov/CAO/Living-Wage-Ordinance/>

## **N. Prevailing Wage**

The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the Prevailing Wages – affecting the services provided by this contract/franchise agreement. Contractor shall pay to persons performing applicable services hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the District's office and will be made available to any person upon request.

More information regarding prevailing wage, which applies to Task 1 Mowing Services, can be found here <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

## **O. Attachments**

Attachment 1: Proposal Cover Sheet

Attachment 2: Proposal Scope Form

Attachment 3: Sample Agreement for Open Scope Services

Exhibit A: Scope of Work to be Developed

Exhibit B: Rate Sheet

Exhibit C: Sample Task Order

Exhibit D: Insurance Requirements

Attachment 4: Declaration of Local Business for Services

Attachment 5: Living Wage Evaluation Preference Form

Attachment 6: Ag + Open Space Fee Land Location Map

## Proposal Cover Sheet



### Acceptance of Ag + Open Space Contract Form

A sample agreement is contained as Attachment 3 to the Ag + Open Space's Request for Proposals. Although the attached draft is subject to revision before execution, by submission of a proposal, the undersigned indicates that, except as specifically and expressly noted in its proposal, the proposer has no objection to the attached draft or any of its provisions such that, if selected, the proposer 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 proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of the proposer. Both the person executing this proposal on behalf of the proposer and proposer 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

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Signature

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Title

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Date

## Proposal Scope Form

Consultants may elect to respond to both requested skill sets described below or select one of services they are interested in providing. Please choose **one or both** (Task 1 and/or Task 2).

**Note:** Consultants that are able to complete both Task 1 and Task 2 will be given preference during the evaluation and selection process. Consultants who are qualified to complete one task are encouraged to co-apply with a qualified subcontractor to perform the other task

**Select all  
that apply**

### Tasks

<input type="checkbox"/>	<b>Task 1</b>	<b>Mowing Services</b>
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For a detailed description of this task, see RFP Section B. Statement of Requirements, Scope of Work.

<input type="checkbox"/>	<b>Task 2</b>	<b>Wildlife Survey Services</b>
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For a detailed description of this task, see RFP Section B. Statement of Requirements, Scope of Work.

### **SAMPLE AGREEMENT FOR AS-NEEDED SERVICES**

This agreement ("Agreement"), effective upon the date of execution ("Effective Date") is by and between the Agricultural Preservation and Open Space District, a California special district, (hereinafter "District"), and \_\_\_\_\_ (hereinafter "Contractor").

### **R E C I T A L S**

WHEREAS, Contractor represents that it is a duly qualified contractor, experienced in mowing and/or wildlife surveys 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 Contractor to provide as-needed mowing services and/or wildlife survey services on District-owned lands.

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

### **A G R E E M E N T**

#### **1. Scope of Services.**

1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter "Scope of Work") as requested from time to time by District in its sole discretion. Work will be authorized and performed only upon written authorization signed by District and Contractor in a form attached hereto as Exhibit C ("Task Order"). Prior to work being performed under this Agreement, District and Contractor will establish and agree on the following information, which agreement shall be reflected in the Task Order: 1) time allowed to perform work; 2) schedule for deliverables; 3) lump sum cost; 4) list of key personnel, if applicable; 5) list of authorized subcontractors, if applicable; and 6) project-specific items to be provided by District. Once signed by both parties, a Task Order shall be considered incorporated into this Agreement as though fully set forth herein. In the event of a conflict between a Task Order and the body of this Agreement, the body of this Agreement shall control.

1.2 Cooperation With District. Contractor shall cooperate with District and District staff in the performance of all work hereunder. Contractor shall coordinate the work with the District's Project Lead, per the contact information and mailing addresses below:

<b>DISTRICT PROJECT LEAD</b>	<b>CONTRACTOR</b>
Name: Catherine Iantosca	Name:
Address: 747 Mendocino Avenue – Suite 100	Address:
Santa Rosa, CA 95401	
Phone: 707-565-5730	Phone:



FAX: 707-565-7359	FAX:
Email: <a href="mailto:catherine.iantosca@sonoma-county.org">catherine.iantosca@sonoma-county.org</a>	Email:

1.3 Performance Standard; Defective Work. Contractor 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 Contractor's profession. If District determines that any of Contractor'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 Contractor to meet with District to review the quality of the work and resolve matters of concern; (b) require Contractor 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. Without limiting the generality of the foregoing, if Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the work in such a way that the completed work will conform to this Agreement, District may order Contractor to replace any such defective work, or stop any portion of the Work to permit District (at Contractor's expense) to replace such defective work. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by District in exercising rights and remedies under this Paragraph. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. These District rights are entirely discretionary on the part of District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Contractor or any other party.

#### 1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion and with or without cause, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from District.
- b. 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. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

## 2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

Contractor shall be paid on a time and material/expense basis in accordance with the budget and rate sheet set forth in Exhibit B, attached hereto and incorporated herein by reference, provided, however, that total payments to Contractor for the term of the contract shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The invoices shall show or include, at a minimum, the following information:

- Name of Project: Fee Land Mowing and/or Wildlife Survey
- District Contract Number:
- Copies of all subcontractor invoices, if any
- A narrative description of the task(s) performed tied directly to the costs, including the property name and project identification
- The hourly rate or rates of the persons performing the task
- Copies of receipts for reimbursable materials/expenses, if any, and
- Any other information requested by the District

Unless otherwise noted in this agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District in its sole discretion.

Pursuant to California Revenue and Taxation Code Section 18662, the District shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify as any of the foregoing, District requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified as any of the foregoing, then the District requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts contained therein. By signing Form 587 or Form 590, the Contractor agrees to promptly notify the District in writing of any changes in the facts contained therein. Forms shall be sent to the District pursuant to Section 12. To reduce the amount withheld, Contractor shall provide District with a determination letter from the State of California expressly allowing reduced withholding.

3. Term of Agreement. The term of this Agreement shall be from the date of execution to December 31, 2023 unless terminated earlier in accordance with the provisions of Section 4.

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 Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor 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 Contractor 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, Contractor, within fourteen (14) days following the date of termination, shall deliver to District all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to District an invoice with the information required by Section 2.

4.4 Payment Upon Termination. Upon termination of this Agreement by District, Contractor 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 Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, 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 Contractor.

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

## 5. Indemnification.

5.1 Release. District and each of its officers, employees, consultants and agents, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the work; loss or damage to materials or other things used or employed in performing the work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or the character of the work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

5.2 Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to defend, 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 or its agents', employees', contractors', subcontractors', or invitees' 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 such Consultant's or its agents', employees', contractors', subcontractors', or invitees' 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, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor'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 Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor 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 Contractor 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 Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor 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 Contractor.

9.1 Standard of Care. District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor 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 Contractor's work by District shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, 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. Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, worker's 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, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Contractor 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. Contractor agrees to defend, 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 Contractor'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, Contractor agrees to furnish District with proof of payment of taxes on earnings under this Agreement.

9.4 Cost Disclosure. In accordance with Government Code section 7550, Contractor 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. Contractor 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. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor 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. Contractor further covenants that in the performance of this Agreement no person having any such interests shall do work under this Agreement for Contractor. In addition, if requested to do so by District, Contractor shall complete and file, and shall require any other person doing work under this Agreement for Contractor to complete and file a "Statement of Economic Interest" with District disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will

be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor 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 County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor 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.

9.10 Assignment of Rights. Contractor assigns to District all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of District.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of District. District shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to District all such documents, which have not already been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13 Subcontracts. Contractor shall require all subcontractors to enter into an agreement which shall provide to District all the same rights and protections as set forth in this Agreement at Section 9 (Representations of Contractor), Section 6 (Insurance), and Section

5 (Indemnity), so as to require all such subcontractors to indemnify and defend District to the full extent of Contractor's indemnity and defense obligations.

#### 10. Prevailing Wages.

10.1 General. Contractor shall pay to persons performing services hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the District's office and will be made available to any person upon request.

10.2 Subcontracts. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Contractor shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

10.3 Compliance Monitoring and Registration: Work performed pursuant to this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly. (Labor Code 1771.4 (a)(3)) Contractor and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

10.4 Compliance With Law. In addition to the above, Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, *et seq.*

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received

may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Section 10 limits District's right to terminate this Agreement pursuant to Section 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Invoices and Making Payments. All notices, invoices, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, invoices, and payments shall be addressed as follows:

TO DISTRICT:	Sonoma County Agricultural Preservation and Open Space District 747 Mendocino Avenue Santa Rosa, CA 95401 Phone: 707-565-7366 Fax: 707-565-7359
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Invoices may be electronically submitted to: [apospd.ap@sonoma-county.org](mailto:apospd.ap@sonoma-county.org)

TO CONTRACTOR:

Phone:

When a notice, invoice, or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice, or payment is sent by facsimile or email, the notice, invoice, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice, or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices 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 are to be given by giving notice pursuant to this paragraph.

14. Miscellaneous Provisions.



14.1 No Waiver of Breach. District's choice not to exercise, or delay in exercising, any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. Waiver by District of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction and Severability. 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. Contractor 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. Contractor and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 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.

14.4 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.

14.5 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. 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.

14.6 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.

14.7 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.

14.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9 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.

CONTRACTOR:

SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE DISTRICT

By: \_\_\_\_\_  
Name,  
Title

By: \_\_\_\_\_  
William J. Keene,  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: \_\_\_\_\_  
Sheri Emerson,  
Stewardship Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM BY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

CERTIFICATES OF INSURANCE ON

FILE WITH THE DISTRICT:

By: \_\_\_\_\_  
Sara Ortiz, Administrative Aide

Date: \_\_\_\_\_

**Exhibit A**  
**Scope of Work**  
**To Be Developed**

**Exhibit B**

**Rate Sheet**

**To Be Developed**

## Exhibit C Task Order



TASK ORDER #: \_\_\_\_\_  
AGREEMENT #: \_\_\_\_\_  
TOTAL: \_\_\_\_\_  
TOTAL NOT TO EXCEED

# Task Order

Consultant shall perform the services as outlined in below, within the times or by the dates provided for herein. Such work shall be subject to the terms and conditions of that certain Agreement for Services (Open Scope) dated \_\_\_\_\_.

**PROJECT NAME:** \_\_\_\_\_

**TASK:** \_\_\_\_\_

### AG + OPEN SPACE LEAD:

Project Lead: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### CONTRACTOR:

Company name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Key personnel: \_\_\_\_\_ Email: \_\_\_\_\_

Name authorized subcontractors: \_\_\_\_\_

### DELIVERABLES & SCOPE OF WORK: SCOPE OF WORK : MUST BE ATTACHED TO THIS FORM

Deliverables: \_\_\_\_\_

Time to perform work: \_\_\_\_\_ Draft report due: \_\_\_\_\_ Final report due: \_\_\_\_\_

Project-specific items to be provided by Ag + Open Space (if applicable): \_\_\_\_\_

### ACCOUNT CODES:

Account #: \_\_\_\_\_ Department: \_\_\_\_\_ Project User Code(s): \_\_\_\_\_

#### CONTRACTOR:

BY: \_\_\_\_\_  
CONTRACTOR SIGNATURE  
\_\_\_\_\_  
PRINT NAME  
\_\_\_\_\_  
DATE  
\_\_\_\_\_

#### AG + OPEN SPACE:

BY: \_\_\_\_\_  
PROJECT LEAD SIGNATURE  
\_\_\_\_\_  
PROGRAM MANAGER SIGNATURE  
**VERIFICATION OF CONTRACT BALANCE**  
BY: \_\_\_\_\_  
ACCOUNTING TECHNICIAN SIGNATURE  
\_\_\_\_\_  
AFTER COLLECTING ABOVE SIGNATURES, SUBMIT TO ADMINISTRATIVE AIDE

## **Exhibit D**

### **Insurance Requirements**

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by District. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

District reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. District's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or District's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### **1. Workers Compensation and Employers Liability Insurance**

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
- e. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement; and
  - ii. Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

#### **2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, District requires and

shall be entitled to coverage for the higher limits maintained by Contractor.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Contractor is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the District.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### **4. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

## **5. Documentation**

- a. The Certificate of Insurance must include the following reference: **Fee Lands Mowing**.
- b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with District as specified in Sections 1 – 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401.**
- d. Contractor shall submit required Evidence of Insurance 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.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

## **6. Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## **7. Material Breach**

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





## COUNTY OF SONOMA

### GENERAL SERVICES PURCHASING DIVISION

2300 COUNTY CENTER DRIVE, SUITE A208  
SANTA ROSA, CALIFORNIA 95403  
(707) 565-2433 Fax: (707) 565-6107

## DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma [Local Preference Policy for Services](#).

In order to qualify for this preference, a business must meet *all* of the following criteria:

1. For businesses with a location in a city within Sonoma County, a valid business license if required by the city; and
2. A valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as set forth in the County of Sonoma Local Preference Policy for Services.

All information submitted is subject to investigation as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will cause the rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: \_\_\_\_\_

2. Physical address of the principal place of business:

\_\_\_\_\_  
\_\_\_\_\_

3. Business license issued by incorporated city within the County:

License Number \_\_\_\_\_ Issued by: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_




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**COUNTY OF SONOMA**


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## Living Wage Solicitation Form

1. Within the last five (5) years, have you had any violations that were sustained with the National Labor Relations Board, Occupational Safety and Health Agency, California Labor Commission, Equal Employment Opportunity Commission, Environmental Protection Agency, and/or the Department of Fair Employment and Housing?

Yes(Attach a statement describing the findings of violations and how they were addressed.)

No

2. A five percent (5%) weighting preference shall be provided to any service contractor who certifies that at least fifty percent (50%) of the workforce that will be used to perform the service contract will be Sonoma County residents. Said weighting preference shall be applied in accordance with the procedures set forth in the County's Local Preference Policy for Services. *This preference is not applicable if federal funding will be used to pay for these services.*

The undersigned complies with the statement above.

Yes

No

The Undersigned acknowledges that they will be required to complete an additional, detailed self-certification form if awarded a contract as a result of this solicitation. By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Organization Name: \_\_\_\_\_

The Living Wage Ordinance can be found at: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

Revision Date: 7-19-19

# AG + OPEN SPACE PROTECTED LANDS

- Land Owned by Ag + Open Space
- Easement held by Ag + Open Space
- Other Protected Land



Map Date: February 10, 2020  
 Data Sources: Sonoma County ISD/GIS; Sonoma County Ag + Open Space; Bay Area Protected Areas Database (2017 Release), GreenInfo Network

This map displays GIS data for illustrative purposes only and is not intended to depict definitive property boundaries or feature locations.

