



Legislative 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 Legislative Services related to land conservation policy, funding, legislative research, and strategic support.

Proposals must be received no later than **5:00 p.m. on November 8, 2019.**

A. Introduction/Purpose

1. Ag + Open Space Background

In 1990, the voters of Sonoma County created the Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space) 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 117,000 acres through the purchase of conservation easements and fee title. Fee title properties comprise approximately 5,000 acres, many of which are slated to become future parks and preserves.

2. Project Description

Ag + Open Space is soliciting proposals from qualified consultants (referred to hereafter as “Consultants”) to provide Legislative Services for work related to land conservation policy, funding, legislative research, and strategic support on important issues that affect the agency’s mission. These include, but are not limited to:

- Secure additional state funding, relationships, and policy support for Ag + Open Space projects and programs
 - Help to secure land acquisition and stewardship funding
 - Develop and maintain state partnerships for land conservation projects and initiatives, including Sonoma County pilot projects
 - Influence potential upcoming bonds and other legislation to include agricultural and natural resource land conservation
 - Help to secure funding for data collection, mapping and planning related to land conservation, climate change, and extreme event resiliency

- Help to secure increased funding for the continued economic valuation of conservation in Sonoma County
- Sonoma County and California Climate Change Programs
 - Influence the implementation of Investment Plan for Cap and Trade Allowance Revenues to secure or increase land conservation funding
 - Secure or increase funding and policy support for local government innovation Programs, including collaborations with Sonoma County Water Agency (SCWA), Regional Climate Protection Authority (RCPA), Sonoma County Transportation Authority (SCTA), and Sonoma County Regional Parks
- Secure reliable state and local funding for protection and stewardship of park and open space lands in Sonoma County
 - Support proposals for state funding for integrated operations and management of state, regional, and local park systems and open space lands
 - Develop state sources of matching funds if local park and open space funding sources are available
- Develop and implement state policy recommendations resulting from Ag + Open Space-led and other independent initiatives
 - Create new financial and legal incentives for conservation of agricultural and open space lands (i.e. climate change benefits)
 - Develop a pilot program built on the Williamson Act model that factors in and rewards farm and ranch land contributions to SB 375 and AB 32 goals
 - Support and advocate for RCIS and similar greenprint projects that support the goals of AB 32, SB 375 and other legislation that enhances funding for land conservation

Ag + Open Space does not have the capacity to conduct this work in-house as it requires representation at the State level and regular contact with State agencies and legislative committees. The Ag + Open Space State platform will continue to be coordinated with and included in the County's legislative platform, and because of the specialized nature of the work focused on conservation issues, is expected to substantially complement and leverage the County legislative platform. Ag + Open Space will continue to coordinate closely with other County agencies with legislative agendas to ensure complementary agendas and gain efficiencies.

All work under the agreement(s) will be initiated by an Ag + Open Space staff member with specific work assignment details determined prior to contract execution. Ag + Open Space reserves the right to award service agreements to multiple consultants for similar tasks or select one consultant for a variety of tasks. It is expected that consultants will provide an agreed-upon set of services and deliverables for a monthly fixed cost (see Attachment 2 – sample 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 Consultant(s) must demonstrate the ability to address and provide all equipment and software necessary to complete all tasks listed below.

1. Scope of Work

Legislative Monitoring, Coordination and Communications

Consultant should have demonstrated capacity to manage the following legislative responsibilities:

1. Monitor and regularly report on legislation relevant to Ag + Open Space and notify the agency of bills or amendments to bills that may impact land conservation funding or agency operations. Initiate appropriate actions to advocate the interests of Ag + Open Space regarding state legislative issues.
2. Serve as a principal contact between Ag + Open Space and Sonoma County legislative delegation, providing members of the delegation with information on topics affecting Ag + Open Space, as well as the agency's point of view on legislative issues.
3. Assist Ag + Open Space in developing and implementing strategies to address legislative and administrative agency concerns. Coordinate implementation of Ag + Open Space legislative and administrative strategies with representatives of other agencies or organizations on issues of common interest.
4. Work with Ag + Open Space staff to write, secure sponsors for, support, and achieve enactment of new legislation that addresses Ag + Open Space needs or increases its effectiveness in carrying out its mission.
5. Facilitate and support formal and informal communication between Ag + Open Space and state legislators, staff members, state agency officials and staff, and maintain regular contact with Ag + Open Space staff to discuss state actions that may affect Ag + Open Space.
6. Specifically monitor the actions and programs of the California Air Resources Board related to implementation of California's climate protection programs, and the California Natural Resources Agency and associated departments for their policies and programs related to land and water conservation and stewardship. Position Ag + Open Space to receive funding from these programs.
7. Provide a monthly update on recent and upcoming legislative actions, recent and upcoming state agency actions, recent gubernatorial and legislative appointments, updates on activity related to various funding programs, information on special events and recent news clips.
8. Provide a monthly summary of services with each invoice.

Background and Research

Consultant shall conduct a review of all relevant background materials for targeted Ag + Open Space projects or programs. Available applicable information may include conversations with regulatory agencies, county agencies, legislative lobbyists and special interest groups, conservation organizations, land trust associations, state and local representatives.

This task may require the consultant to complete a literature review and legislative/policy research on topics related to land conservation, riparian habitat protection, conservation easements, agricultural land use policies, climate change, vegetation mapping, transportation, among other thematic areas.

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 Consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the vendor or Consultant 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 Consultants 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
October 8, 2019	Release Request for Proposals

October 17, 2019	Deadline for Proposer's Questions by 5:00 p.m.
October 23, 2019	Ag + Open Space's Responses to Questions Due
November 8, 2019	Proposals Due by 5:00 p.m.
November 27, 2019	Proposals Evaluated by Ag + Open Space
December 20, 2019	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
January 14, 2020	Board of Directors Awards Contract <i>(subject to delay without notice to proposers)</i>

E. Pre-Proposal Conference

(Section omitted)

F. Questions

Proposers will be required to submit all questions in writing before **5:00 p.m. on October 17, 2019** in order for staff to prepare written responses to all Consultants. 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 Amy.Ricard@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:

"LEGISLATIVE SERVICES"

Address hard copy submittals to:

Amy Ricard, *Community Relations Specialist*
Sonoma County Ag + Open Space
747 Mendocino Ave, Suite 100
Santa Rosa, CA 95401

2. Due Date

Proposals must be received **no later than 5:00 p.m. on November 8, 2019**. 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 Consultant'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.

For staff assigned to the anticipated contract work, provide detailed information regarding their qualifications and experience, including relevant projects and a resume or CV. Please provide names, email 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

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

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

Section 4. Proposal Scope Form

(Section omitted)

Section 5. Cost of Service

Consultants must provide a detailed description of the services they will provide and the monthly rate they will charge for those services. The monthly rate shall apply without adjustment for three years, and shall cover all costs and expenses.

Page limit for Section 4 - Cost of Service: 2 pages.

Section 6. Identification of Subconsultants

List all subconsultants intended for the proposed scope(s) of work. For each subconsultant listed, Consultant shall indicate (1) what products and/or services are to be supplied by that subconsultant, (2) what percentage of the overall scope of work that subconsultant will perform, (3) the qualifications of each subconsultant and assigned staff to carry out the work; and (4) the subconsultant's costs of service.

Page limit for Section 5 - Identification of Subcontractors: 2 pages.

Section 7. Insurance

The selected proposer will be required to submit and comply with all insurance as described in Attachment 2 Sample Service Agreement for Open Scope Services, Exhibit C 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 3 Declaration of Local Business for Services, Attachment 4 Living Wage Evaluation Preference Form and Attachment 5 Living Wage Responsible Proposer 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 consultants.
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. Experience, qualifications, and expertise;
 - d. A demonstrated history of providing similar services to comparable entities in a high quality manner as verified by references;
 - e. Reasonable cost for services;
 - f. The locality of the Consultant;
 - g. Willingness to accept Ag + Open Space's contract terms; and
 - h. 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 Ag + Open Space, 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 Consultant, 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 Consultant additional information which Ag + Open Space deems necessary to determine the Consultant's ability to perform the required services. If such information is requested, the Consultant 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 Consultants responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
9. Generally, Consultant(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 Consultant(s).
10. Ag + Open Space reserves the right to award contracts to multiple Consultants for similar work and to award contracts for a more limited scope of services than a Consultant 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 Ag + Open Space 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 Proposal Evaluation 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. Non-liability of Ag + Open Space

Ag + Open Space shall not be liable for any pre-contractual expenses incurred by the

proposer or selected consultant(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 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. 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 Consultants, or not award at all.

7. Withdrawal and Submission of Modified Proposal

- a. 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 consultant/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 consultant/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](#) is: <http://sonomaCounty.ca.gov/CAO/Living-Wage-Ordinance/>

N. Attachments

Attachment 1: Proposal Cover Sheet

Attachment 2: Sample Agreement

 Exhibit A: Scope of Work to be Developed

 Exhibit B: Insurance Requirements

Attachment 3: Declaration of Local Business for Services

Attachment 4: Living Wage Solicitation Form

Proposal Cover Sheet



Acceptance of Ag + Open Space Contract Form

A sample agreement is contained as Attachment 2 to the Ag + Open Space’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 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 County 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

AGREEMENT FOR CONSULTING 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 "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in _____; 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 the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services. 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 Section 7, Prosecution of Work. 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. Consultant shall coordinate the work with the District's Project Lead, per the contact information and mailing addresses below:

DISTRICT PROJECT LEAD

CONSULTANT

Name:	Name:
Address: 747 Mendocino Avenue	
Santa Rosa, CA 95401	
Phone:	Phone:
FAX: 707-565-7359	
Email:	Email:

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. District has relied upon the Consultants' representation of its professional ability and training as a material inducement to enter into this Agreement. Consultant hereby agrees

ATTACHMENT 2

to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, 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. 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 charge until it is satisfactory to District; (c) terminate this Agreement pursuant to the provisions of Section 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant 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 Consultant to perform work hereunder, Consultant 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. Consultant 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 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 shall be paid a fixed price of _____ (\$ _____) per month provided, however, that total payments to Consultant shall not exceed _____ (\$ _____) without the prior written approval of District. Consultant shall submit its bills in arrears on a monthly basis in a form approved by District's General Manager or designee. Expenses not expressly authorized by the Agreement shall not be reimbursed. The invoices shall show or include:

- Consultant Name: _____
- Name of Project: _____
- District Contract Number: _____
- Description of services performed
- Copies of receipts for reimbursable materials/expenses, if any

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.

ATTACHMENT 2

Pursuant to California Revenue and Taxation Code Section 18662, the District shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant 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 Consultant does not qualify as any of the foregoing, District requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant 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 Consultant 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, Consultant 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 through _____, 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 Consultant.

4.2 Termination for Cause. Notwithstanding any other provision 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 9.11 (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, 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 which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant 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 Consultant.

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.

4.6 Consultant Termination Right.

Consultant may terminate this Agreement with 30 days written notice for any reason or no reason.

5. 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, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

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 a number of days equal to the number of days Consultant has been delayed.

8. Modifications to Agreement. Extra or changed work or other modifications to this Agreement shall not be effective unless and until such change is evidenced by a writing signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the District's General Manager in a form approved by District Counsel. The District's Board of Directors must authorize all other modifications to this Agreement. 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 the District.

9. Representations of Consultant.

ATTACHMENT 2

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, 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, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 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 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 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 earnings under this Agreement.

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 do work under this Agreement for Consultant. 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 for Consultant to complete and file a "Statement of Economic Interest" with District disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, 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, Consultant 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, 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.

9.9 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.

9.10 Assignment of Rights. Consultant 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 Consultant in connection with this Agreement. Consultant 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. Consultant'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. Consultant 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 Consultant or Consultant's subcontractors, consultants, 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, Consultant 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. Consultant 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 Consultant.

9.13 Subcontracts. Consultant 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 Consultant), Section 6 (Insurance), and Section 5 (Indemnity), so as to require

all such subcontractors to indemnify and defend District to the full extent of Consultant's indemnity and defense obligations.

10. 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.

11. 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.

12. Method and Place of Giving Notice, Submitting Invoices and Making Payments. All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by U.S. Mail, courier service, or the preferred method of email. 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
--------------	--

Invoices shall be emailed to: aposd.ap@sonoma-county.org

TO CONSULTANT:	_____

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.

13. Miscellaneous Provisions.

ATTACHMENT 2

13.1 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.

13.2 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. 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. 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. 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.

13.9 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.

CONSULTANT:

By: _____

Date: _____

**SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT:**

By: _____
William J. Keene, General Manager

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Karen Gaffney, Program Manager
Conservation Planning

Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____
Lisa Pheatt, Deputy County Counsel

Date: _____

**CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT:**

By: _____
Administrative Aide

Date: _____

SCOPE OF WORK TO BE DEVELOPED

For a description of tasks, see RFP Section B, Statement of Requirements. The Scope of Work must be approved prior to approval of the agreement.

INSURANCE REQUIREMENTS

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 unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained 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. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant 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 Consultant 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. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should 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 required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- 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. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the District.

- d. Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. 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).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. 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 limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant 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.

If Licensee does no driving on behalf of the District, District may waive the Automotive Liability Insurance as long as Licensee agrees to obtain the above-specified Automotive Liability insurance should any driving need to occur during the term of this Agreement or any extensions of the term.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. 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.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant,

Consultant's employees and Consultant's subcontractors.

- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. 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.

6. Documentation

- a. The Certificate of Insurance must include the following reference: Contract #TBD, Legislative Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 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, Santa Rosa, CA 95401.
- d. Required Evidence 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.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is 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, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase the required insurance, 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.



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: _____



COUNTY OF SONOMA

GENERAL SERVICES PURCHASING DIVISION

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

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: _____