



CF/0-0-21 RFQ (Agree for Janitorial Services) TW 15/16-069 (ID 5548)

Sonoma County Water Agency Request for Statements of Qualifications

Deadline for Submission
February 5, 2016

RE: REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR JANITORIAL SERVICES

I. Introduction

The Sonoma County Water Agency and its affiliated sanitation districts (Water Agency) invite Statements of Qualifications (SOQs) from firms interested in providing janitorial services for its various facilities (Facilities).

Water Agency does not guarantee work to any qualified firm or Service Provider.

This is not a bid process.

II. Background

The Water Agency is in need of janitorial services at each of its six facilities. The facilities and their locations are as follows:

- Sonoma County Water Agency Administration Offices, 404 Aviation Boulevard, Santa Rosa, CA
- Sonoma County Water Agency Operations and Maintenance Offices, 204 Concourse Boulevard, Santa Rosa, CA
- Sonoma County Water Agency Fisheries Environmental Lab, 800 Aviation Boulevard, Santa Rosa, CA
- Sonoma County Water Agency Water Education Building, 9703 Wohler Road, Forestville, CA
- Sonoma Valley County Sanitation District Treatment Plant, 22675 8th Street, Sonoma, CA
- Russian River County Sanitation District Treatment Plant, 18400 Neely Road, Guerneville

Service Provider will be responsible for janitorial services at each of these locations.

III. Minimum Qualifications

Firms that do not meet the minimum qualifications will not have their SOQs evaluated under Section VI, Evaluation, below. Proof of bonding is required.

IV. Local Service Provider Preference

A 5% weighting will be provided in the total rating score for local firms. A Local Service Provider (local firm) is defined as a business or Service Provider who has a valid physical address located within Sonoma County from which the vendor or Service Provider 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. A business shall affirm it qualifies as a local business on the provided Exhibit A (Declaration of Local Business for Services).

V. Submittal of SOQs

A sample agreement is enclosed. Please review the entire sample agreement carefully before submitting an SOQ. If any significant omissions or ambiguities in the sample agreement come to the Water Agency's attention while under review by interested firms, the Water Agency will make a uniform written response to all parties.

SOQs shall include the following:

1. A Table of Contents and page numbers.
2. Legal name of company, how organized (non-profit, LLC, etc.), and where company is incorporated. Not required for individuals.
3. A statement of similar work previously performed, including at least three references with name of organization, contact person, and telephone number.
4. A statement of qualifications and a list of personnel to be assigned to the work, including a resume for each, listing experience and expertise in this type of work.
5. An estimated breakdown of costs for the work, including hourly rates of personnel to be assigned to the work and anticipated expenses.
6. Any proposed exceptions to the indemnification, insurance, or other standard terms of the sample agreement. Please make comments as specific as possible; do not reference exceptions included in prior agreements. Exceptions not explicitly stated in the SOQ will not be considered during negotiations. Please note that proposing significant changes to standard terms may result in a lower evaluation score. If standard terms are acceptable, include the statement "No exception to standard terms."
7. Completed Declaration of Local Business for Services, if applicable.
8. Proof of bonding is required.

Submit electronic copy of SOQ by 5 p.m., Friday, February 5, 2016, to Project Manager David Royall at david.royall@scwa.ca.gov and Technical Writing Specialist Jessica Cyphers at jessica.cyphers@scwa.ca.gov.

Submit one hard copy of SOQ within one week of electronic submittal. Mail to the attention of Central Records, Sonoma County Water Agency, or hand deliver to 404 Aviation Boulevard, Santa Rosa, California 95403-9019.

VI. Evaluation

SOQs that do not include all of the information requested cannot be adequately evaluated. Evaluation will be based on:

1. Thoroughness of SOQ (Submittal items 1 and 2).
2. Professional qualifications and demonstrated ability to perform the work (Submittal items 3 and 4).
3. Exceptions to standard terms in the sample agreement (Submittal item 6).
4. Local Service Provider Preference of 5% (Submittal item 7).

The estimated breakdown of costs requested in Submittal item 5 is not part of the qualification evaluation. This information will only be considered for purposes of selecting amongst qualified firms after the qualification evaluation is complete.

A final agreement will be offered to the firm selected. If the selected firm does not accept the Water Agency's offer, other qualified firms may be contacted.

VII. Contacts

If you have any questions, please contact Project Manager David Royall at 707-521-1892 or david.royall@scwa.ca.gov.

Sincerely,

Michael Thompson, P. E.
Assistant General Manager – Business Operations

Encs.

c: David Royall
Jessica Cyphers

RW S:\Clerical\Pinks\01-18-2016\1516-069 RFQ Letter.docx

Exhibit A

DECLARATION OF LOCAL BUSINESS FOR SERVICES



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 vendor 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 Goods.

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: _____

[SAMPLE] Agreement for Janitorial Services

This agreement (“Agreement”) is by and between **Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District** (collectively referred to as “Water Agency”) and **To be determined**, _____ (“Service Provider”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 5 (Term of Agreement).

RECITALS

- A. Service Provider states that it is a duly qualified and bonded firm, experienced in janitorial and related services.
- B. The Water Agency is in need of janitorial services at several of its facilities.
- C. Sonoma County Water Agency operates the Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District (“Districts”) under contract with Districts. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of the Districts.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: Schedule of Costs
 - c. Exhibit C: Estimated Breakdown of Costs
 - d. Exhibit D: Insurance Requirements

3. SCOPE OF SERVICES

- 3.1. *Service Provider’s Specified Services:* Service Provider shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided

for in Exhibit A and pursuant to Article 9 (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.

- 3.2. *Cooperation with Water Agency:* Service Provider shall cooperate with Water Agency in the performance of all work hereunder. Service Provider shall coordinate the work with Water Agency's Project Manager. Contact information and mailing addresses: **[To be determined]**
- 3.3. *Performance Standard and Standard of Care:* Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Service Provider's work by Water Agency shall not operate as a waiver or release. Water Agency has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. If Water Agency determines that any of Service Provider's work is not in accordance with such level of competency and standard of care, Water Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Service Provider to meet with Water Agency to review the quality of the work and resolve matters of concern; (b) require Service Provider to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.
- 3.4. *Assigned Personnel:*
 - a. Service Provider shall assign only competent personnel to perform work hereunder. In the event that at any time Water Agency, in its sole discretion, desires the removal of any person or persons assigned by Service Provider to perform work hereunder, Service Provider shall remove such person or persons immediately upon receiving written notice from Water Agency.
 - 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 Water Agency to be key personnel whose services were a material inducement to Water Agency to enter into this Agreement, and without whose services Water Agency would not have entered into this Agreement. Service Provider shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Water Agency.
 - c. In the event that any of Service Provider's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Service Provider's control, Service Provider shall be responsible for timely provision of adequately qualified replacements.

4. **PAYMENT**

[To be determined]

5. **TERM OF AGREEMENT**

5.1. This Agreement shall expire on **[to be determined]**, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

6. **TERMINATION**

6.1. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.

6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Water Agency shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Service Provider.

6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Service Provider 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, Water Agency may immediately terminate this Agreement by giving Service Provider written notice of such termination, stating the reason for termination.

6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Service Provider, within 14 days following the date of termination, shall deliver to Water Agency all materials and work product subject to Paragraph 11.7 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

6.5. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Service Provider 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 Service Provider bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Service Provider shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 6.3, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Service Provider.

7. INDEMNIFICATION

7.1. Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency [use "and" before last party in list], and to indemnify, hold harmless, and release Sonoma County Water Agency [use "and" before last party in list], their 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 Service Provider, that arise out of, pertain to, or relate to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency [use "or" before last party in list] based upon a claim relating to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider's obligations under this Article 7 apply whether or not there is concurrent negligence on the part of Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District shall have the right to select their legal counsel at Service Provider's expense, subject to Service Provider'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 Service Provider or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

8.1. With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

9. PROSECUTION OF WORK

9.1. 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 Service Provider's performance of this

Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.

10. EXTRA OR CHANGED WORK

10.1. 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 parties expressly recognize that Water Agency personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Service Provider 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 Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider 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 Water Agency.

11. REPRESENTATIONS OF SERVICE PROVIDER

11.1. *Status of Service Provider:* The parties intend that Service Provider, 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. Service Provider is not to be considered an agent or employee of Water Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency provides its employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11.2. *Taxes:* Service Provider 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. Service Provider agrees to indemnify and hold Water Agency harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish Water Agency with proof of payment of taxes on these earnings.

11.3. *Records Maintenance:* Service Provider 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 Water Agency for inspection at any

reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder.

- 11.4. *Conflict of Interest:* Service Provider 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. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Service Provider shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 11.5. *Nondiscrimination:* Service Provider 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. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 11.6. *Assignment of Rights:* Service Provider assigns to Water Agency 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 Service Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the rights assigned to Water Agency in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider'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 Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Service Provider 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 Water Agency.
- 11.7. *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 Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Water Agency. Water Agency 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, Service Provider shall promptly deliver to Water Agency all such documents, which have not already been provided to Water Agency in such form

or format as Water Agency deems appropriate. Such documents shall be and will remain the property of Water Agency without restriction or limitation. Service Provider 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 Water Agency.

- 11.8. **District Liability:** Districts are separate legal entities from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Service Provider shall be paid exclusively from District funds. Service Provider agrees that it shall make no claim for compensation for Service Provider's services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

12. DEMAND FOR ASSURANCE

- 12.1. 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 Article 12 limits Water Agency's right to terminate this Agreement pursuant to Article 6 (Termination).

13. ASSIGNMENT AND DELEGATION

- 13.1. *Consent:* 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.
- 13.2. *Subcontracts:* Notwithstanding the foregoing, Service Provider may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows: **[to be determined]**

- 13.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 13.2 will be utilized, Service Provider may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 13.3. The following provisions apply to any subcontract entered into by Service Provider other than those listed in Paragraph 13.2 above:
- a. Prior to entering into any contract with subconsultant, Service Provider shall obtain Water Agency approval of subconsultant. Water Agency's Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the agreement exceeds \$25,000. In connection with such approval, Service Provider shall provide Water Agency with copies of the responses to Service Provider's Request for Proposals (RFP) to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Service Provider's reasons for choosing the recommended subconsultant based upon the criteria in the RFP.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Article 7, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 13.4. *Summary of Subconsultants' Work:* Service Provider shall provide Water Agency with a summary of work performed by subconsultants with each invoice submitted under Paragraph **[to be determined]**. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

14. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 14.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 14.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the

recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 14.

15. MISCELLANEOUS PROVISIONS

- 15.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.
- 15.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 15.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Service Provider and Water Agency 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. Service Provider and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 15.4. *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.
- 15.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 15.6. *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 in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 15.7. *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.

- 15.8. *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.
- 15.9. *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.
- 15.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

[Insert Signature Page]

Exhibit A

Scope of Work

[To be determined]

Exhibit B
Schedule of Costs

[To be determined]

Exhibit C

Estimated Breakdown of Costs

[To be determined]

Exhibit D

Insurance Requirements

Service Provider 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*. Service Provider shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted. Any requirement for insurance to be maintained after completion of the Work shall survive this Agreement.

Water Agency 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 Service Provider 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. **INSURANCE**

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Service Provider has employees.
 - 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 Water Agency.
 - e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement and
 - ii. Certificate of Insurance
 - f. If Service Provider currently has no employees, Service Provider 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.
- 1.2. 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 provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Service Provider maintains higher limits than

the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Service Provider.

- 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 Water Agency. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving the Water Agency.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, shall be additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Service Provider in the performance of this Agreement. The foregoing shall continue to be additional insureds for (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 Water Agency.
- i. The policy shall cover inter-insured suits between the additional insureds and Service Provider 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.

1.3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Service Provider currently owns no autos, Service Provider 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 apply to hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Service Provider maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Service Provider.
- 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 Water Agency. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving the Water Agency.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
- d. Coverage shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- e. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, shall be additional insureds for liability arising out of operations by or on behalf of the Service Provider in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the work.
- f. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.5. Standards for Insurance Companies

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

1.6. Documentation

- a. The Certificate of Insurance must include the following reference: TW 15/16-069.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current Evidence of Insurance on file with Water Agency for the required period of insurance.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, Occidental

County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.

- 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. Service Provider 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.

1.7. Policy Obligations

- a. Service Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.8. Material Breach

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



COUNTY OF SONOMA

IMPORTANT CHANGE NOTICE TO COUNTY OF SONOMA SUPPLIERS

The County of Sonoma changed to a new electronic procurement system in February 2015. This REPLACED our existing system, which you might know as “SCOP” or “BuySpeed.” New County bidding opportunities are now posted on the new [Supplier Portal](#).

You must register in the [Supplier Portal](#) to take advantage of its many benefits, including:

- Receiving emailed bid alerts and notifications based on selected commodity codes
- Reviewing and bidding on County business opportunities
- Reviewing awarded contracts, purchase orders, invoices, and payments

We want your visits to the [Supplier Portal](#) to be productive and successful, and have developed some Frequently Asked Questions (FAQs) to help you register in and use our new system. If you experience any technical issues when registering, please email our [Vendor Desk](#).

I’m a prospective Supplier and haven’t done business with the County before. How do I register?

- Have your Taxpayer ID number or SSN on hand.
- Navigate to the [Supplier Portal](#). We recommend you open the [Bidder Registration Instructions](#) in a new window, or print them to use during registration.
- Click on [Register as a Bidder](#) and follow the registration instructions. Please be sure to review and select appropriate commodity category codes.

I’m currently a County Vendor. Do I have to register again in the new system?

If you registered with the County before July 1, 2014, you are not registered in our new system. Please register in the new [Supplier Portal](#) in order to receive emailed bid notifications.

- Have your Taxpayer ID or Social Security Number on hand, along with your current Vendor ID number. If you no longer have your Vendor ID number available, please email our [Vendor Desk](#).

- Navigate to the [Supplier Portal](#). We recommend you open the [Vendor Registration Instructions](#) in a new window, or print them to use during registration.
- Click on [Register as a Vendor](#) and follow the registration instructions. Please be sure to review and select appropriate commodity category codes.

If you registered in the new system after July 1, 2014, you do not need to re-register. However, you do need to login to the [Supplier Portal](#) and update your account.

- Navigate to the [Supplier Portal](#). We recommend you open the [Vendor Account Management](#) link in a new window, or print out to use during registration.
- Login with your User ID and password. If you have misplaced them, send an email to our [Vendor Desk](#). When you receive your User ID, reset your password using the link on the [Supplier Portal](#) and login.
- In order to receive emailed bid notifications, you must edit existing contacts, designate a contact to receive emailed bid notifications, and select category codes for the goods and/or services you offer.

What can I do with my online Vendor account?

- Review bidding opportunities and place bids
- View invoices, payments, account balances, and purchase orders
- Update your company contact information, including email addresses
- Set up additional user accounts for employees based on the type of access your business requests

How will I know about the County's bid opportunities?

You will receive emailed notifications of bid opportunities based on the commodity category codes you select during the registration process. Registration in the [Supplier Portal](#) does NOT guarantee the receipt of electronic notification for all applicable solicitations. Suppliers should routinely check our [Supplier Portal](#) for a list of current business opportunities. County of Sonoma Suppliers are responsible for self-managing and updating their accounts online. Accounts should be checked regularly to assure your company's contact information and category code selection is up to date.

Whom should I contact if I cannot get into the system or have other technical issues?

Please send an email to our Vendor Desk at efs-vendor-desk@sonoma-county.org.