



**Sonoma County Community Development Commission
Sonoma County Housing Authority**

1440 Guerneville Road, Santa Rosa, CA 95403-4107

Request for Proposals

Housing Authority Moving Vendor

The Sonoma County Community Development Commission (Commission) is requesting proposals from firms/Vendors to provide moving services for Households exiting homelessness.

Background

Sonoma County Housing Authority, a division of the Sonoma County Community Development Commission, supports many senior and disabled households in entering new homes. Many individuals have items in storage or in temporary living spaces but lack physical capacity or vehicle capacity to move their items into their new homes. On average moving services are needed for 1-3 households per month. The Commission expects that funding for these moving services will be available through 2024.

Scope of Services

- Vendor will provide moving services to households identified by Sonoma County Housing Authority Authorized representative.
- Households will have no more than one room or storage unit equivalent of packed items.
- Ability to provide service in a non-judgmental manner
- Travel will be within Sonoma County.
- Vendor will supply cost estimate of any trip that may exceed \$750 prior to performing the service.
- Vendor will invoice Sonoma County Housing Authority and be paid within 60 days of invoice.

Submission Requirements

Responses to this RFP shall include, but need not be limited to, the following:

Cover Letter and Introduction

A letter of introduction, which includes the name, address, telephone number, and email address of the contact person(s) authorized to represent your firm. This letter should be signed by an officer of the firm authorized to bind the firm to all commitments made in the response.

Project Overview

Provide a brief narrative description of the Scope of Work outlined above. Include any issues you believe may require special consideration. Discuss any alternatives to the Scope of Work



you might recommend. Commission staff will assess your understanding of the objectives based on this overview.

Qualifications and Experience

Provide descriptions of your firm's role, experience, and capability in providing moving services as a vendor for a community-based organization. Provide the name, mailing address, telephone number, and email address of principal representatives of those clients. Include qualifications and experience of sub-Vendors, if any. Briefly describe your firm's general business capabilities and your ability to meet the required timelines.

Methodology

Proposals will be evaluated by the following:

- Cost of service
- Vendor experience in working with Community Based Organizations
- References

Cost Basis

Provide a cost estimation of completing a move of a single packed room where travel remains within Sonoma County.

Authorization

The response must be signed by an individual authorized to bind the firm and shall contain a statement to the effect that the response is valid for at least 90 days.

Due Date

Written responses must be received by the Commission via email and in its office at 1440 Guerneville Road, Santa Rosa, no later than 5:00PM, April 3, 2023. The due date is subject to change. If the due date is changed, all known recipients of the original RFP will be notified of the new date, and any such changes will also be posted on the Commission's website.

Questions/Answers

All questions must be submitted in writing no later than 5:00 PM, March 20, 2023. If any questions are received, all questions will be answered in an addendum issued and posted on the Commission's website by March 27, 2023. The Commission will not provide verbal responses to any inquiries made by prospective respondents. The Commission will instead direct respondents to submit all questions in writing.

Questions should be submitted to:

Sonoma County Community Development Commission

Attn: Dot Iriks

1440 Guerneville Road

Santa Rosa, CA 95403

Email: Dorothy.Iriks@sonoma-county.org

Timeline

RFP issued	March 6, 2023
Questions in writing due	March 20, 2023
Responses to questions and addendum issued and posted to Commission website	March 27, 2023
Responses due	April 3, 2023, by 5:00PM

Instructions for Submission of Response

Please submit an electronic version and one hard copy of the response. The address for submitting electronic responses directly to the Commission is: Dorothy.Iriks@sonoma-county.org. Place RFP for Moving Vendor in the subject line of the email.

Hard copies of responses must be enclosed in a sealed envelope or package and clearly marked: **RFP for Moving Vendor.**

Hard Copy Responses should be submitted to:
Sonoma County Community Development Commission
Attn: Dorothy Iriks
1440 Guerneville Road
Santa Rosa, CA 95403

Evaluation Criteria

Selection of the most qualified Vendor will determine the final contract award and be based upon:

- Understanding of the scope of work as evidenced by the approach outlined
- Competence, technical ability, and related experience
- Demonstrated involvement with Community Based Organizations
- Estimated cost projections
- Responsiveness to the Request for Proposals
- References

Rules and Regulations

The issuance of this RFP does not constitute an agreement by the Commission that any contract will actually be entered into by the Commission. The Commission expressly reserves the right at any time to:

- a. Waive or correct any defect or informality in any response, submittal, or submittal procedure.
- b. Reject any or all responses.
- c. Award agreements to multiple providers
- d. Re-issue this RFP or change deadline dates.

- e. Modify all or any portion of the selection procedures, prior to the submission deadline, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFP, or the requirements for contents or format of the responses.

All responses shall be deemed public records. In the event that a respondent desires to claim portions of its response exempt from disclosure, it is incumbent upon the respondent to clearly identify those portions with the word "Confidential" printed on the lower right-hand corner of the page. The Commission will consider a respondent's request for exemption from disclosure; however, the Commission will make a decision based upon applicable laws. Assertions by a respondent that the entire submittal or large portions are exempt from disclosure will not be honored. All responses to this RFP shall become the property of the Commission and will be retained or disposed of accordingly.

The Commission shall not be liable for any pre-contractual expenses incurred by any respondent. The Commission 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.

All data and information furnished by Commission or referred to in this RFP are furnished for the respondent's convenience. The Commission does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to its accuracy or interpretation. Respondents shall satisfy themselves as to the accuracy or interpretation of all such information and data.

By submitting a response to this RFP, the respondent waives all rights to seek any legal remedies regarding any aspect of this RFP, the Commission's selection of a Vendor, and the Commission's rejection of any and all responses.

The Commission also reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all responses, whichever is in the best interest of the Commission. The Commission may, during the evaluation process, request from any respondent additional information which the Commission deems necessary to determine the respondent's ability to perform the required services. If such information is requested, the respondent shall be permitted three (3) working days to submit this information.

All respondents submit their statements to the Commission with the understanding that the final approval of any agreement is contingent upon and subject to review and final approval by the Board of Commissioners.

Non-Liability of Commission

The Commission shall not be liable for any pre-contractual expenses incurred by the respondent or selected Vendor or Vendors. The Commission 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.

Lobbying

Any party responding to this RFP or a party representing a respondent 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 Sonoma County Community Development Commission or the County of Sonoma, with regard to the acceptance of a response to this RFP. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their response.

Form of Agreement

The selected Vendor will be expected to execute the Commission's standard form of professional services agreement, a sample copy of which is attached. The Vendor's response must specify, in writing, any objections Vendor has to the Commission's standard form of agreement, and contain proposed alternatives to the standard language for consideration by the Commission. Matters not objected to by Vendor in its response will not be subject to later negotiation.

- a) No agreement with the Commission shall have any effect until a contract has been signed by both parties.
- b) A sample of the agreement is included as Attachment A hereto. Respondents must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the Commission's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c) Responses shall include a statement that (i) the respondent 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 respondent except as noted specifically in the response to this RFP. A respondent taking exception to the Commission's sample agreement must also provide alternative language for those provisions considered objectionable to the respondent. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the response.
- d) Failure to address exceptions to the sample agreement in the response will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the submission deadline may result in rejection of the Vendor's response.

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

All proposals will remain in effect and shall be legally binding for at least ninety (90) days. Unless otherwise authorized by Commission, the selected Vendor will be required to execute an agreement with the Commission for the services requested within sixty (60) days of the Commission notice of intent to award. If agreement on terms and conditions acceptable to the Commission cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the Commission, the Commission reserves the right to

retract any notice of intent to award and proceed with awards to other Vendors, or not award at all.

Withdrawal and Submission of Modified Proposal

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

Protest Process

Any and all protests must be in writing and must comply with the timelines and procedures set forth below. Any directly affected party who is aggrieved in connection with the solicitation or award of a contract may file a protest regarding the procurement action. Such protest must be filed in writing with:

Sonoma County Community Development Commission
Executive Director/Purchasing Agent
1440 Guerneville Road
Santa Rosa, CA 95403

Protests must be filed within seven (7) calendar days from the date notice of intent to award is issued by the Commission. Failure to timely file a protest shall constitute a waiver of any right to protest. Untimely protests will not be accepted or considered. Any protest shall:

- State in detail each and every ground asserted for the protest, citing to the law, rule, local ordinance, procedure or bid provision on which the protest is based; and
- Identify the remedy sought.
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Living Wage

The Vendor 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 professional services agreement. Without limiting the generality of the foregoing, the Vendor expressly acknowledges and agrees that this professional services 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 professional services agreement will be considered a material breach and may result in termination of the professional services 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/>

Attachments

Attachment A: Draft Professional Services Agreement

**Standard Professional Services Agreement (“PSA”)
Revision G – June 2016
Adapted for Community Development Commission May 2019**

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement (“Agreement”), dated as of _____, 20__ (“Effective Date”) is by and between the Sonoma County Community Development Commission, a public body corporate and politic (hereinafter “Commission”), and _____ (hereinafter “Consultant”).

RECITALS

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

WHEREAS, in the judgment of the Commission, it is necessary and desirable to employ the services of Consultant for Moving Services.

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 Article 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 Commission. Consultant shall cooperate with Commission and Commission staff in the performance of all work hereunder.

1.3. Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. Commission has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees 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 Commission shall not operate as a waiver or release. If Commission determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Commission, in its sole

discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Commission 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; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Commission, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Commission.
- 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 Commission to be key personnel whose services were a material inducement to Commission to enter into this Agreement, and without whose services Commission 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 Commission.
- 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 in accordance with the following terms:

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth below, provided, however, that total payments to Consultant shall not exceed \$_____, without the prior written approval of Commission. Consultant shall submit its bills in arrears on a monthly basis in a form approved by Commission. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the Commission 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, Commission requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the Commission 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. By signing either form, the Consultant agrees to promptly notify the Commission of any changes in the facts. Forms should be sent to the Commission pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide Commission with either a full or partial waiver from the State of California.

3. **Term of Agreement.** The term of this Agreement shall be from _____ to _____ unless terminated earlier in accordance with the provisions of Article 4 below.

4. **Termination.**

4.1. **Termination Without Cause.** Notwithstanding any other provision of this Agreement, at any time and without cause, Commission shall have the right, in its sole discretion, to terminate this Agreement by giving 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, Commission 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 14 days following the date of termination, shall deliver to Commission all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to Commission an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. **Payment Upon Termination.** Upon termination of this Agreement by Commission, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly 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 Commission terminates the Agreement for cause pursuant to Section 4.2, Commission shall deduct from such amount the amount of damage, if any, sustained by Commission by virtue of the breach of the Agreement by

Consultant.

4.5. Authority to Terminate. The Commission's Executive Director, in consultation with County Counsel, has the authority to terminate this Agreement on behalf of the Commission.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Commission, and to indemnify, hold harmless, and release Commission and the County of Sonoma, 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 Commission 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 apply whether or not there is concurrent or contributory negligence on Commission's part, but to the extent required by law, excluding liability due to Commission's conduct. Commission 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/C/D], which is attached hereto and incorporated herein by this reference.

<http://sonomacounty.ca.gov/HR/Liability/Requirements/>)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. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Commission may be executed by the Executive Director in a form approved by County Counsel. The Board of Commissioners must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, Commission 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 Commission.

9. Content Online Accessibility. Commission and County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

9.1. Standards. All consultants responsible for preparing content intended for use or publication on a Commission-managed or Commission-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

9.2. Certification. Consultants must complete the Document Accessibility Certification Form attached hereto as Exhibit ___ which shall describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).

9.3. Alternate Format. When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Commission staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

9.4. Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If Commission and/or County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Commission-managed or Commission-funded Web site does not comply with County Accessibility Standards, Commission and/or County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Commission and/or County, repair or replace the non-compliant materials within such period of time as specified by Commission and/or County in writing. If the required repair or replacement is not completed within the time specified, Commission and/or County shall have the right to do any or all of the following, without prejudice to Commission and/or County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom Electronic Information Technology (EIT) developed by Consultant for Commission, Commission may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by Commission in connection with such changes or repairs.

9.5. Commission's Rights Reserved. Notwithstanding the foregoing, Commission may accept deliverables that are not strictly compliant with County Accessibility Standards if Commission, in its sole and absolute discretion, determines that acceptance of such products or services is in Commission's best interest.

10. Representations of Consultant.

10.1. Standard of Care. Commission 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 Commission shall not operate as a waiver or release.

10.2. 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 Commission and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Commission provides its employees. In the event Commission 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.

10.3. 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 Commission.

10.4. 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 indemnify and hold Commission 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 Commission is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Commission with proof of payment of taxes on these earnings.

10.5. 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 Commission for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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

10.7. 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 may be 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.

10.8. 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, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the Commission's Non-Discrimination Policy and Executive Order 11246, Equal Employment Opportunity. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10.9. Title VI Discrimination. Consultant assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and 24 CFR Part 1, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services in this Agreement. Such discrimination includes, but it not limited to, a failure to provide sufficient language services to participants with Limited English Proficiency.

10.10. Section 504 Discrimination. Consultant shall comply with Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which provides in part that no otherwise qualified individual shall be denied the opportunity to participate in a program or activity because of their disability, may not be required to accept a different kind or lesser program or service than what is provided to others without disabilities, may not be denied access to locations where services are offered because of physical impairments, and may not be required to participate in separate programs and services from those available to persons without disabilities. Generally, an otherwise qualified individual with a disability shall not, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services in this Agreement.

10.11. 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.

10.12. Assignment of Rights. Consultant assigns to Commission 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 Commission 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 Commission may direct, and refraining from disclosing any versions of the

plans and specifications to any third party without first obtaining written permission of Commission. 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 Commission.

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

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits Commission's right to terminate this Agreement pursuant to Article 4.

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

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

TO COMMISSION: Sonoma County Community Development Commission
 ATTN:
 1440 Guerneville Road
 Santa Rosa, CA 95403
 Fax: (707) 565-7583
 Email:

TO CONSULTANT: Consultant name
 ATTN:
 Address
 Email:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail 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, 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 paragraph.

14. Miscellaneous Provisions.

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

14.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Commission 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 Commission acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

14.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall

be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

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

14.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK— SIGNATURES BEGIN ON NEXT PAGE

CONSULTANT/CONTRACTOR

Dated: _____ By: _____
Name:
Title:

**SONOMA COUNTY COMMUNITY DEVELOPMENT
COMMISSION**

Dated: _____ By: _____
Rhonda Coffman, Interim Executive Director

**CERTIFICATES OF INSURANCE ON FILE WITH
AND APPROVED AS TO SUBSTANCE BY THE
COMMISSION**

Dated: _____ By: _____
Rhonda Coffman, Interim Executive Director

APPROVED AS TO FORM

Dated: _____ By: _____
Deputy County Counsel