



Sonoma County Community Development Commission
Sonoma County Housing Authority
1440 Guerneville Road, Santa Rosa, CA 95403-4107

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

Request for Proposals (RFP)
for

Property Management Services

for properties owned by the Sonoma County Community Development Commission

The Sonoma County Community Development Commission (“Commission”) invites responses to this Request for Proposals for **“Property Management Services”**.

Proposals must be received no later than 5:00 p.m. on August 22, 2022, at the Commission office and be clearly labeled RFP for Property Management Services.

A. *Introduction*

The mission of the Sonoma County Community Development Commission (Commission) is to promote decent and affordable housing, revitalize communities, and support public services that increase economic stability for county residents.

Presently the Commission owns or leases a variety of properties that include occupied single-family homes, duplexes and triplexes, one parcel with occupied commercial space, including a community center, and two hotels that are operated as transitional housing for formerly homeless individuals. The Commission may take ownership of additional parcels or properties in the future which would also be included under the scope of this RFP. These projects all hold covenants or subsidies that require compliance with Fair Housing law and federal funding sources (such as Veterans Affairs Supportive Housing and the Community Development Block Grant program) through the U.S. Department of Housing and Urban Development, as well as a variety of other state and local programs.

Project Description

The Commission desires to focus on our core mission, which is the facilitation of development and sustainability of affordable housing and the organization of efforts to decrease the rate of those experiencing homelessness in our community. The Commission therefore invites proposals for general property management services to include:

- Ensure that sub-leased property management services comply with Commission’s lease agreement with County of Sonoma General Services;

Sonoma County CDC
Property Management
Request For Proposals

- Ensure compliance with commercial property tenant lease and use permits;
- Identify and address emergency situations immediately and provide follow-up to Commission staff as soon as possible there-after;
- Facilitate the execution of commercial leases, residential rental agreements, amendments, renewals, and cancellations with existing tenants and future tenants and collect monthly rent payments;
- Comply with all housing subsidy requirements;
- Facilitate eviction of non-paying tenants, tenants who violate terms of the lease agreement when necessary;
- Ensure that all tenants are eligible persons or families under program requirements and are income-qualified pursuant to the program definition of affordable;
- Create affirmative marketing plans and tenant selection procedures that ensures that prospective tenants are not discriminated against due to their race, religion, national origin, familial status, etc., knowledge of the Fair Housing Act is required;
- Supervise and directly provide or arrange for general contractors, trade sub-contractors and other vendors to provide the routine maintenance and minor repairs of properties, including arrangement for pest services, janitorial services, security services, and landscaping services, elevator maintenance services, building systems (electrical, mechanical, plumbing, air conditioning, security cameras, locksmiths, and others as needed; and ensuring only contractors that are registered with Department of Industrial Relations (DIR) to perform prevailing wage work shall be employed under any contract or subcontract on any project exceeding \$1,000.00. Management firm is responsible for registering projects and all reporting requirements;
- Assist CDC with setting up all utility services (gas and electric, water and sewer, telephone and internet, recycling and waste management) and ensure prompt payment of utility bills for all properties;
- Ensure that all properties are properly maintained, provide safe, decent and sanitary living conditions; perform necessary repairs, and address any tenant concerns related to the physical condition of properties under management;
- Assist in the issuance of temporary use permits for the Roseland Village Community Center;
- Develop accurate and concise operating and expense budgets for each property; operating budgets shall include suggested capital

improvements, and a detailed narrative;

- Provide monthly financial reports for each property;
- Maintain accurate records including procedures for reporting monthly rent collections, enforcing the terms of the rental agreements, annual income and rent re-certifications, and annual inspections of the units to ensure compliance with Federal, State and Local Housing Quality Standards and transmit said records and reports to the Commission on a regular basis.

Approach

Qualified respondents must demonstrate having prior experience with the management of like properties, including affordable housing (experience working with low-income and households with special needs is preferred). Respondents must also demonstrate experience managing commercial properties with multiple tenants. Selected respondents must enter into a property management agreement with the Commission that will specify compensation for property management services and outline services to be provided and recommended.

B. *Deliverables*

The Commission is seeking to improve tenant success, operational and financial efficiency, transparency and accountability, and overall program integrity.

C. *Statement of Requirements*

Proposals should describe past work on similar projects, and a recommended approach, schedule and budget to achieve the desired deliverables in relation to the project description.

The selected respondent will have a demonstrated background with HUD-funded rental assistance programs. Experience with best practices for property management, financial management and reporting, and tenant and community relations is highly desired.

The consultant respondent will be expected to begin work within two weeks of contract execution. The contract term shall be for three years with the possibility of two (2) one-year extensions. The Commission plans to award a Professional Services Agreement for the consulting services on or about September 9, 2022, with a start date of October 1, 2022.

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. Any amendment shall be posted on the Commission's webpage.

Sonoma County CDC
Property Management
Request For Proposals

| <u>Date</u> | <u>Event</u> |
|---|---|
| July 5, 2022 | Release Request for Proposals |
| July 15, 2022 | Deadline for Proposer's Questions |
| July 22, 2022 <i>(subject to change without notice)</i> | Commission's Responses to Questions Due |
| August 22, 2022 | Proposals Due |
| August 31 , 2022 | Selection Announcement |
| September 9 , 2022 | Offer of Acceptance |
| September 20, 2022 | Board of Supervisors Approval |
| October 1, 2022 | Agreement Commencement |

E. Questions

Proposers will be required to submit any additional questions in writing before the close of business in accordance with schedule set above in order for staff to prepare written responses to all consultants. Written answers will be posted on the Commission's website at:

<http://sonomacounty.ca.gov/CDC/Doing-Business-With-The-Commission/>.

Questions must be directed via e-mail to ray.tovar@sonoma-county.org (questions will not be accepted by phone).

F. 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 the Commission 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

Sonoma County CDC
Property Management
Request For Proposals

the Commission at 1440 Guerneville Road Santa Rosa, CA 95403 if the proposer has previously submitted a proposal to the Agency). Any oral communication by the Commission's designated contact person or any other Commission staff member concerning this RFP is not binding on the Commission and shall in no way modify this RFP or any obligations arising hereunder.

G. *Proposal Submittal*

1. Form:

Proposers must submit one (1) signed original, plus one electronic copy uploaded here <https://links.sonoma-county.org/d-ptc2RHjvE/>. Proposals must be enclosed in a sealed envelope or package and clearly marked Property Management Services. Proposals shall be submitted to:

Ray Tovar
Sonoma County Community Development
Commission
1440 Guerneville Road
Santa Rosa, CA 95403

2. Due Date: Proposals must be received no later than **5:00 p.m. on August 15, 2022.**

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. The amendment modifying the due date will also be posted on the Commission's website.

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 the Commission, 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:

a) Section I - Organizational Information:

Provide specific information concerning the firm in this section, including the legal

Sonoma County CDC
Property Management
Request For Proposals

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 as well as the proposed name and position of the Commission's main point of contact for activity under a property management agreement resulting from this RFP. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the Commission 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.

b) Section II - Qualifications and Experience:

Provide specific information in this section concerning the firm's experience in the services specified in this RFP. Examples of most recently completed projects, should be submitted.

References are required. Please provide names, addresses, and telephone numbers of contact persons for three (3) client agencies 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.

Disclosure of Ongoing Litigation

Please clearly describe any ongoing litigation involving your organization. The nature of ongoing litigation will be weighed on a case-by-case basis and may be taken into consideration in the evaluation of your proposal.

Firm Description

Provide a description of the firm, number of years in business, and its core competencies

c) Section III - Project Approach and Work Schedule:

Provide a description of the methodology developed to perform all required services. Also identify the extent of Commission personnel involvement deemed

necessary, including key decision points at each stage of the project.

Sample Reports

Responders shall include a sample financial report, monthly narrative. The submitted sample should represent the level of document quality control that would be recommended for this program.

d) Section IV - Cost of Service:

The proposal shall clearly state the management fee that will be charged to the Commission on a monthly basis, broken out by property location. Any charges for personnel or administrative overhead that will be charged directly to the properties must be clearly stated.

Any additional project costs that will be directly charged to the Commission must be itemized, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

e) Section V – Identification of subcontractors:

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

f) Section VI - Insurance:

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract.

g) Section VII - Additional Information:

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

h) Section VIII – Contract Terms:

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment E) or identify specific exceptions to the

sample agreement.

H. *Selection Process*

1. All proposals received by the specified deadline will be reviewed by the Commission for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. Commission employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a Commission employee who may be involved in the selection process shall advise the Commission of the name of the Commission employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
 - a) Demonstrated ability to perform the services described;
 - b) Experience, qualifications and expertise;
 - c) Quality of work as verified by references;
 - d) Costs relative to the scope of services;
 - e) A demonstrated history of providing similar services to comparable entities;
 - f) Willingness to accept the Commission's contract terms; and
 - g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).
4. The Commission's Executive Director reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: 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 proposer, in the sole discretion of the Commission. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
5. The Commission may, during the evaluation process, request from any proposer additional information which the Commission deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.

6. An error in the proposal may cause the rejection of that proposal; however, the Commission may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the Commission 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, the Commission may, at its sole option, correct an error based on that established content. The Commission may also correct obvious clerical errors. The Commission may also request clarification from a proposer on any item in a proposal that Commission believes to be in error.
7. The Commission reserves the right to select the proposal which in its sole judgment best meets the needs of the Commission. ***The lowest proposed cost is not the sole criterion for recommending contract award.***
8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Commissioners for this project in accordance with the Commission's procurement policy, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

I. *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.

J. *General Information*

1. Rules and Regulations

- a) The issuance of this solicitation does not constitute an award commitment on the part of the Commission, and the Commission 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) The Sonoma County Community Development Commission reserves the right to reject any or all proposals or portions thereof if the Commission determines that it is in the best interest of the Commission to do so.
- c) The Commission may waive any deviation in a proposal. The Commission's waiver of a deviation shall in no way modify the RFP requirements nor excuse the

Sonoma County CDC
Property Management
Request For Proposals

successful proposer from full compliance with any resultant agreement requirements or obligations. Sonoma County Community Development Commission reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The Commission further reserves the right to award the agreement to the proposer or proposers that, in the Commission's judgment, best serves the needs of Sonoma County.

- d) All proposers submit their proposals to the Commission with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Executive Director (via delegation), the Commission Purchasing Agent or the Board of Commissioners.
- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the Commission, 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. The Commission will consider a proposer's request for exemptions from disclosure; however, the County 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) The Commission 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 the Commission 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:
 - a. [Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma and the Sonoma County Community Development Commission, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of

Sonoma County CDC
Property Management
Request For Proposals

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 Commission

The Commission shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. 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.

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. The Commission reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the Commission'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 Commissioners, or any employee of the Commission, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Form of Agreement

- a) No agreement with the Commission shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, Commission personnel are without authorization to waive or modify agreement requirements.
- b) A sample of the agreement is included as Attachment E hereto. Proposers 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.
- 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

Sonoma County CDC
Property Management
Request For Proposals

proposal. A proposer taking exception to the Commission'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 Commission, the selected consultant will be required to execute an agreement with the Commission for the services requested within sixty (60) days of the Commission's 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 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.

K. *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
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 procuring department. 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:

Sonoma County CDC
Property Management
Request For Proposals

- 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.

Attachments:

Attachment A: Sample Agreement

Attachment A

Standard Professional Services Agreement (“PSA”)
Revision G –August 2016
AGREEMENT FOR PROPERTY MANAGEMENT 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 PROPERTY MANAGEMENT and related services; and

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

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

AGREEMENT

Scope of Services.

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.

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

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

Sonoma County CDC
Property Management
Request For Proposals

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.

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. With respect to performance under this Agreement, Consultant shall employ the following key personnel: _____.
- 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.

Payment.

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 \$_____ [add "per year" if agreement term is greater than one year], 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.

[Include budget]

Sonoma County CDC
Property Management
Request For Proposals

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.

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

Termination.

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.

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.

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.

Sonoma County CDC
Property Management
Request For Proposals

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.

Authority to Terminate. The Commission's Executive Director has the authority to terminate this Agreement on behalf of the Commission.

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.

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.

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

Sonoma County CDC
Property Management
Request For Proposals

shall be extended by a number of days equal to the number of days Consultant has been delayed.

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. 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 Commission Executive Director in a form approved by County Counsel. The **Commission / Board of Supervisors / Board of Commissioners** must authorize all other extra or changed work. 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.

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.

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>.

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).

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.

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

Sonoma County CDC
Property Management
Request For Proposals

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.

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.

Representations of Consultant.

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.

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.

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

Sonoma County CDC
Property Management
Request For Proposals

General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the Commission.

Disclosure of Ongoing Litigation. Please clearly describe any ongoing litigation involving your organization. The nature of ongoing litigation will be weighed on a case-by-case basis and may be taken into consideration in the evaluation of your proposal.

Taxes. Consultant agree 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.

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.

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.

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.

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

Sonoma County CDC
Property Management
Request For Proposals

services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

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.

Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of Commission. Consultant shall deliver such materials to Commission upon request in their final form and format. Such materials shall be and will remain the property of Commission without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

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

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.

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

Sonoma County CDC
Property Management
Request For Proposals

such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

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: [contract manager]
 1440 Guerneville Road
 Santa Rosa, CA 95403
 Fax: (707) 565-7583
 Email: [contract manager 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.

Miscellaneous Provisions.

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.

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

Sonoma County CDC
Property Management
Request For Proposals

each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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.

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.

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.

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.

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.

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.

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

Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing

Sonoma County CDC
Property Management
Request For Proposals

party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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: _____
Dave Kiff, Interim Executive Director

**SUCCESSOR AGENCY TO THE SONOMA COUNTY
COMMUNITY REDEVELOPMENT AGENCY**

Dated: _____

By: _____
Dave Kiff, Interim Executive Director, Sonoma County
Community Development Commission, on behalf of
Successor Agency

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

Dated: _____

By: _____
Dave Kiff, Interim Executive Director

APPROVED AS TO FORM

Dated:

By: _____
Aldo Mercado, Deputy County Counsel

Dated: _____

By: _____
Chair, Board of Commissioners/Supervisors

ATTEST:

Clerk of the Board of Commissioners/Supervisors

Exhibit A: Scope of Services

Management of Commission owned and leased properties to encompass all industry standards associated with professional property management services. The Commission may add or remove projects as circumstances warrant. Current Scope of Work includes but is not limited to:

Property Description

Commercial:

Roseland Village 665, 777, 779 Sebastopol Road Santa Rosa, CA

Residential:

Mickey Zane Place (Hotel Azura), 635 Healdsburg Ave, Santa Rosa, CA

Elderberry Commons (Sebastopol Inn), 6751 Sebastopol Avenue, Sebastopol, CA

George's Hideaway, 18100 Highway 116, Guerneville, CA

866 Sonoma Avenue, Santa Rosa, CA

1518 & 1520 West Avenue, Santa Rosa, CA

8190, 8192 & 8194 Arthur Street, Cotati, CA

6855 Walker Avenue Sebastopol, CA

7991 Covert Lane Sebastopol, CA

695, 697, 699 Russell Avenue Santa Rosa, CA- plus small accessory/utility building

- Through staff or contractors, maintain buildings in such condition as may be advisable, including interior and exterior cleaning, repairs, and alterations.
- Recommend such action considered necessary or desirable to comply with any and all orders of violations affecting the building imposed by and federal, state, or local authority having jurisdiction.
- Consider and, where reasonable, attend to the complaints tenants and advise Commission of unresolved issues.
- Provide monthly reporting to the Commission to include:
 - Balance Sheet

Sonoma County CDC
Property Management
Request For Proposals

- Income and Expense Statement
 - Year to Date Summary
 - Operational Narrative
- Cooperate with independent accountant or auditor with the preparation of federal, state, and local filings and reporting requirements.
- Enter into agreements for electricity, gas, steam, telephone window cleaning, trash removal, security, vermin extermination, and other services as deemed advisable.
- Carefully review all bills received for services, work and supplies ordered in connection with maintaining and operating the Building, and cause to be paid such bills property due along with utilities and assessments.
- Advertise, screen, and contract with tenants according to all federal, state, local law as well as assure compliance with Commission determined rents and income limits when applicable.
- Enforce or comply with all leases, use permits, and contracts associated with each properties operations.
- Units will be made market ready upon tenant turnover.
- Property manager will perform move-in and move-out inspections and facilitate any additional inspections as determined by the Commission.
- Occupancy standards of the Commission will be adhered to and compliance with federal, state and local funding sources will be certified by property manager.
- Bill and collect rent and other fees and charges from tenants.
- Coordinate legal action against tenants and contractors as needed
- Perform all things reasonable, necessary or desirable for the property management of buildings according to contracts, leases, federal, state and local law.
- Perform reasonable preventative maintenance and keep records, warranties, and inventory as is determined by industry standards.
- Service calls will be handled in accordance with federal, state and local law and in keeping with industry standards.

Exhibit B: 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.

County 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 term 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; the General Aggregate shall apply separately to each location. 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, County 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 County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. [insert exact name of additional insured] 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 from 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. Property Insurance for Business Personal Property and Tenants Improvements

(Required only during the Post-Construction Period)

- a. Property insurance on a "special form" or "all risks" basis.
- b. Minimum Limit: the full current combined replacement cost of Consultant's Business Personal Property and Consultant's improvements.
- c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- d. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Tenant is responsible for any deductible or self-insured retention.
- e. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

4. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit 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 Tenant currently owns no autos, Tenant agrees to obtain such insurance should any autos be acquired during the term of this Lease or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

5. 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 County.
- 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.

6. 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.

7. Documentation

- a. The Certificate of Insurance must include the following reference: [insert contract number or project name or other identifier].

- 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 County for the entire time 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: [insert exact name and address].
- 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.

8. Policy Obligations

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

9. 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. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.