



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

141 Stony Circle, Suite 210, Santa Rosa, CA 95401-4142
P.O. Box 12025, Santa Rosa CA 95406-2025

Request for Proposals

Housing Authority Management & Accounting Software – with Data Migration

The Sonoma County Housing Authority (SCHA) is seeking proposals from qualified and experienced firms who have a demonstrated track record with public housing agency and accounting management software in accordance with all applicable rules, laws and regulations of the State of California and the United States Department of Housing and Urban Development (HUD). Specifically, the SCHA is seeking software that can be utilized across all SCHA programs and operations.

Background

SCHA administers a wide array of HUD rental assistance programs, serving approximately 3,400 households through tenant-based and project-based assistance. These programs include Housing Choice Vouchers (HCV), Mainstream Vouchers, Emergency Housing Vouchers (EHV), Family Unification Vouchers, Foster Youth to Independence Vouchers, VASH Vouchers, HOME Tenant-Based Rental Assistance, Project-Based Voucher (PBV), and Special Needs Assistance Programs. In addition, SCHA offers the Family Self-Sufficiency (FSS) Program, an HCV Homeownership option and limited housing navigation services. To effectively manage these diverse programs, SCHA requires a comprehensive software solution capable of handling complex tasks such as tenant eligibility, subsidy calculations, financial reporting, case management, and compliance with applicable HUD regulations. The software should streamline the administration of each program, facilitate seamless reporting, and ensure full compliance with federal and state housing laws. Features like automated payment disbursements, integration with third-party systems, and robust data security are essential, as is the ability to generate customized reports for internal and external stakeholders. Additionally, the software must be adaptable to support the specialized needs of different programs, such as tracking escrow accounts for the FSS program, managing the transition of tenants to homeownership and tracking housing navigation services outside of a rental assistance module. Given the complexity of these programs and the need for efficient, accurate management, the software must be user-friendly, scalable, and backed by strong customer support and training resources.



Scope of Services

This section lists the minimum functional necessities, which should be reflected in any software proposal. The listed functions are those that are intrinsic to SCHA's everyday work. If the proposed software does not meet any of these requirements, then any proposal should include a detailed description of how the requirements would be met otherwise. The lack of the required functionality in any software proposal would be sufficient to disqualify that proposal.

Vendor needs to provide software to conduct all Housing Authority business and provide customized reports to support decision making.

Vendor must address that the following will be met:

- Compliance with federal and state privacy protection regulations
- Integration with an electronic document management system
- Creation of customized reports, forms and letters with integrated database fields, filtering, barcodes and tracking
- HUD reporting
- Tax Reporting – Federal and State
- Capability of adding customizable fields
- Capability of conducting business remotely
- Full migration of data from existing software

1. Required Functions: The selected software must be cloud-based and manage the following functions:

1.1. Required Financial Applications:

- General Ledger
- Financial Reporting
- 1099 reporting including electronic upload to IRS
- Accounts Payable
- Accounts Receivable
- Tenant Accounting
- FSS Escrow Management
- Utilities Reimbursement
- VMS Reporting
- Financial Statements – Monthly/Annually
- Cash Management
- Integration with online banking applications, and ability to facilitate direct deposits
- Integrated Document Management solution

- Integrated Document Imaging system.
- Payment processing, including check printing on stock checks and direct deposit upload file creation
- Automated tracking of repayment agreements across all programs
- Automated repayment agreement indicator/flag in tenant files
- Automated tracking of repayment agreements in default status (3 months of non-payment)

1.2. Required Housing Applications:

- Multiple Applicant Waiting Lists (45+) with preference weighting
- Ability to conduct multiple waitlist lotteries directly from system
- Voucher Tenant Management for multiple voucher types
- Project Based Voucher Tenant Management
- FSS Program Management
- Homeownership Program Management
- Automated upload to HUD's PIC (HIP) Submission/Reporting (50058 forms)
- Rent Calculation
- HQS/NSPIRE-V Inspections with mobile application
- Rent Reasonableness
- Portability
- PHA reporting
- Legal and Collections Management
- Section Eight Management Assessment Program (SEMAP) data capabilities
- End-user reporting
- Report Generation (including but not limited to): Leasing percentage reports, Voucher count reports and customized reports
- Letter Generation
- Query and Analytic Tools/Applications
- Task notification pop-ups per user
- Integrated Document Management solution
- Integrated Document Imaging system
- Online waiting list application process or system
- Online landlord access to account information including payments, inspections, and ability to update information, list available units, and other actions
- Send and receive tenant and landlord emails and text messages directly from the software system

1.3. Other Desired Features (not required):

- Ability to securely upload housing inspection reports to the software system from any device connected to wi-fi
- Notification to designated users seven years after end-participation of tenant

- Automatically calculate midmonth rent increases with no need for multiple lock-ins during processing
- Ability to create guest accounts with limited access (i.e. for auditors)
- Ability to create separate firewalls that restrict access to client files for specific users
- Capability to control and restrict rent increases as required by local, state, or federal regulations, including CPI based limits
- Ability to set rent increase restrictions based upon Project Based Voucher Agreement anniversary month
- Alert when a rent increase causes the tenant's portion of monthly adjusted income to exceed 40%
- Landlord Engagement
- Housing Search Features
- Stake Holder Collaboration
- Automated audit logs sent to designated users each month
- Family Self Sufficiency (FSS) waitlist management
- Tenant Transfer List management capacity (i.e. PBV to HCV)
- Online tenant access to information and ability to complete recertifications and other actions (electronic signature capacity).
- Online applicant access to information and ability to update information and other actions.
- Realtime Mobile (Android, iOS, Web) NSPIRE-V/HQS Inspections
- Housing Navigation/Supportive Service Module
- Ability for Housing Authority to configure and create customized reports on the user end
- Customizable Forms/Letters
- On-line submission portal for recertification and intake documents
- Push notification via text and email
- Ability to create and receive tenant communications, including email, and track all correspondence with clients directly within the software system.
- Calculation of shared rental unit pro-ration and utility schedule
- Features that strengthen privacy by letting designated users set viewing permissions and audit who has opened or viewed each file
- Ability to have multiple FMR's/Payment Standards
- Tracking Compliance, Unit Data, and expiration dates for Project Based Voucher contracts
- Automated creation of success rate and end of participation data for use within HUD's Two-Year Tool
- Ability to track data on active vouchers issued and not leased and active mover vouchers Issued and not leased

2. Project Management & Implementation

2.1 Project Management

The Vendor must provide an overall project management framework that covers the entire duration of the project, including planning, execution, monitoring, and close-out. At a minimum, the Vendor must provide:

- A Project Manager responsible for day-to-day coordination and communication.
- A project governance structure outlining decision-making processes, escalation paths, and reporting protocols.
- A detailed project schedule identifying phases, milestones, dependencies, resource assignments, and deliverables.
- A risk management plan including risk identification, tracking, mitigation strategies, and contingency planning.
- Weekly status reports and regular meetings with Housing Authority leadership.

2.2 Implementation Methodology

The Vendor must describe the methodology that will be used to implement the proposed system. The methodology should outline major phases such as:

- Requirements confirmation and discovery
- System configuration and setup
- Data conversion and testing
- Integration development
- User training
- User acceptance testing (UAT)
- Go-live preparation
- Stabilization and post-implementation support

The methodology must clearly define activities, deliverables, and responsibilities for both the Vendor and the Housing Authority.

2.3 Data Conversion and Migration

The Vendor shall be responsible for the complete conversion and migration of all data from the Housing Authority's legacy systems, including MRI Software PHA Housing Pro and IDIA. All historical and current data must be fully and accurately migrated.

2.4 Integrations and Interfaces

The proposed system must integrate with:

- Electronic document management systems
- Banking interfaces for payments and direct deposit
- Inspection applications
- Data exchanges with other County systems

3. Technical Support:

The selected vendor must provide comprehensive and reliable technical support services to ensure uninterrupted operation of the Housing Authority Management & Accounting Software system. Ongoing technical support and software updates to maintain compliance with Federal directives, and to provide for bug fixes and product enhancements. Technical support must also include clearly defined service levels, escalation procedures, maintenance standards, and communication protocols. At a minimum, proposals must address the following:

3.1 Support Services Overview

Vendor must provide a full description of all support services available for both end-users and Housing Authority technical staff. The description must include:

- Full description of the software.
- Vendor's standard maintenance and support agreements including annual costs to HOUSING AUTHORITY for these services.
- These maintenance agreements must provide for periodic updates to the software for product enhancements, bug fixes, tax, and regulatory compliance, etc. Each proposal must fully document the vendor's upgrade policy including any costs for upgrades outside the standard maintenance contract.
- Methods of support (telephone, email, web portal, chat, remote access, and on-site assistance where applicable).
- Support hours for each method, including regular business hours, after-hours support, weekend coverage, and holiday protocols.
- Whether support is available 24/7/365 for critical system outages and escalation process.
- Service Level Agreements (SLA) defining response and resolution times for various severity levels
- Incident reporting and communication
- Protocol for maintenance, updates and release management
- Security incident reporting timelines (e.g., notification within 24 hours of detection).
- Business continuity and disaster recovery process and support
- Documentation and Self-Service Resources

3.2 SECURITY AND COMPLIANCE

The proposed solution must be designed, implemented, and operated in accordance with generally accepted information security best practices and standards, and must meet the County of Sonoma's security and due diligence requirements. Due diligence questions will be provided as part of the selection process. Proposers may be requested

to provide copies of recent SOC 2 audit reports and/or ISO/IEC 27001 certifications, if available. Solutions that undergo independent third-party security audits such as these are highly desirable.

3.3 ARTIFICIAL INTELLIGENCE (AI) CONSIDERATIONS

The County may consider the use of Artificial Intelligence (AI) technologies to support the services described in this RFP. However, any proposed AI technologies and their use must comply with all requirements set forth in the County of Sonoma Administrative Policy 9-6: Information Technology Artificial Intelligence (AI) Policy, including human oversight to review the output, as well as applicable legal and contractual obligations. Proposers should be aware that additional due diligence will be required, including but not limited to comprehensive reviews of the AI technologies' security, privacy, ethical use, and legal compliance prior to approval (Due Diligence Questions will be provided as part of the selection process).

3.4 Cost of Support Services

For pricing purposes:

- Vendors should assume a total of 35 end users and include a cost per user for amounts over 35.
- Include any tiered pricing for additional users or expanded coverage.
- Clearly distinguish between included services and billable optional services.
- Provide costs for after-hours support, premium SLAs, or dedicated account management, if applicable.

4. Technical Administration:

Administration of the system should be easily configurable and have fail-over redundancy and disaster recovery. All user and group rights and privileges should be described as well as all security restrictions that can be placed on files and functions.

5. Vendor Experience:

The vendor must be thoroughly familiar with the application areas specified and have an installed base of customers currently using the proposed products. The vendor shall have the staff, technical, and financial resources to reliably install and support the proposed system. The vendor will thoroughly document its experience in the - Housing Choice Voucher Tenant Based and Project Based Programs, Special Needs Assistance Tenant Based Rental Assistance Program, Family Self Sufficiency Program the qualifications of staff who will be assigned to this project, and its financial resources to meet the reporting requirements of the Department of Housing and Urban Development.

6. System Installation and Support:

The vendor shall be responsible for installation and testing of the system to the point of independent operation by HOUSING AUTHORITY personnel. In addition, the vendor, as part of the proposal, shall provide support services necessary to ensure successful operation of the system including, but not limited to, the following:

- a. Acceptance testing after installation.
- b. Maintenance support for bug fixes and enhancement
- c. Automatically update tax and regulatory compliance updates when applicable.
- c. End-User, Intermediate-User, and technical staff training.

The vendor must also have the demonstrated ability to support the system after installation is completed and accepted by HOUSING AUTHORITY. The support must take the form of on-going programming and management support to accommodate regulatory changes and for immediate resolution of user problems. Furthermore, the on-going programming support must leverage a variety of communication methods including but not limited to onsite visits, remote screen sharing, and audio/video conferencing either through internet or traditional telephony devices.

The vendor shall indicate in their proposal if software updates are installed remotely (preferred method) or if HOUSING AUTHORITY staff will be responsible for this task. If HOUSING AUTHORITY staff, then what is the estimated time to run these updates?

7. Hardware and Communications Environment:

The proposed software solution must be fully compatible with, and able to operate effectively and securely within, Sonoma County's and the Housing Authority's existing hardware, network, and communications environment

System Requirements:

- The system is cloud-hosted.
- All County and public data are stored and processed within the United States.
- Updated and patched regularly to ensure compatibility with current technologies.
- Must be compatible with Samsung tablets, iPhones, Apple etc.
- Supports single sign-on (SSO) with Entra ID using SAML 2.0 and/or OIDC (OAuth 2.0).
- Provides configurable, role-based permissions and access controls consistent with County security policies.
- Maintains detailed audit logs of logins, record changes, field edits, and approvals, exportable for County review.

- Provides regularly scheduled backups with defined recovery-time and recovery-point objectives.
- Provides uptime of $\geq 99.9\%$ with performance monitoring and monthly availability reporting.
- Allows data export in open, non-proprietary formats (e.g., CSV, XLSX, PDF) to ensure long-term retention and migration.

If the proposed software modules need to run locally on the Housing Authority's network, vendors responding to this RFP must include specifications for a computer hardware platform for their application software. The specifications should include minimum recommended and optimal specifications for the application software to operate within the Housing Authority's infrastructure. In addition, the successful proposer will be required to coordinate any hardware upgrades with the Housing Authority (or their designated IT provider), if desired by Housing Authority. If the vendor will host the proposed software from a cloud environment, the proposal must include information related to the underlying cloud infrastructure, security, redundancy, and data backup. HOUSING AUTHORITY prefers a web-based software solution.

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.

Qualifications and Experience

Provide a detailed description of your firm's experience, expertise, and capabilities in operating, developing, or licensing Housing Authority Management & Accounting Software. Include an overview of your company profile, highlighting the range of services offered, key competencies, and experience working with HUD, including familiarity with HUD regulations. Additionally, list the personnel assigned to this project, along with their qualifications, education, and relevant experience. Provide a record of housing management software projects completed in the last five (5) years, including a brief project description, completion year, and client name. Please also include contact information for three references familiar with work similar to the scope outlined in this RFP.

Core Product Description

Provide a comprehensive description of how the software will meet the Scope of Work outlined above. Each section must be addressed and include any issues you believe may require special consideration. Discuss any alternatives to the Scope of Work you might recommend. Identify any resources expected to be provided by the Housing Authority, including their roles and responsibilities. Provide a detailed project plan that includes activities, deliverables and a responsibility matrix. List the technical requirements for the system including minimum hardware requirements and network requirements.

Installation and Conversion Process

Describe the plan for the installation process. Include an aggressive timetable for completion and full implementation by April 1, 2027. Describe the data conversion process and plan for verifying correct data conversion and suggested timetable for completion

Training and Maintenance

Describe all training to be included as part of the proposed installation package, both for the users and for the system administrator. Include information on the training method, amount of training time, and at what point during the installation process the training will occur. Describe the plan for ongoing training including any additional costs. Describe in detail all maintenance and supports offered by the vendor including:

- Support Hours (emergency and non-emergency)
- Types of Support (phone, e-mail, on-site, manuals, training videos, etc.)
- Response guarantee
- List of issues supported and excluded
- Maintenance Services Included (software patches, HUD regulation changes, software customization, consulting, other)
- Include all warranties and guarantees

Cost Basis

Respondent should provide cost for software development, licensing, set-up fee, annual service fee, and any other costs associated with implementation and use of the software. Cost should be detailed for implementation, one-time costs, ongoing costs, support costs, etc. Itemized installation costs should include:

- Each software component
- Each hardware component (if applicable)
- Each user/administrator training component and labor for installation

- Labor for conversion
- Any direct or indirect costs
- First year maintenance
- Ongoing maintenance costs
- Other costs not included in the above list

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 and electronic responses both must be received by the Commission in its office at 141 Stony Circle Suite 210, Santa Rosa, CA 95401 no later than 5pm. PST, June 9, 2026. 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

Respondent Questions and Responsibilities

It is the responsibility of the Respondent to address all communications pertaining to this RFP **in writing**. 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 Commissioners, or any employee of the Sonoma County Community Development Commission or the County of Sonoma, regarding 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.

Questions must be submitted in writing **via upload to** <https://share.sonoma-county.org/link/--EtrCBmtr0/>. Questions will not be accepted via telephone or via email. Written responses to all questions received will be posted on the Commission's website at <http://sonomacounty.ca.gov/Community-Development-Commission/cdc> in accordance with the schedule below.

Timeline

RFP issued	05/11/2026
Questions in writing due	5/22/2026
Responses to questions and addendum issued and posted to Commission website	6/2/2026
Proposals due	6/9/2026 by 5:00 PM PST
Virtual Software Demonstrations	6/15 – 6/24/26
Notification of preliminary selection (pending Board of Commissioners approval if applicable)	Week of August 1, 2026 (Subject to change without notice)
Full implementation of software system and completed data migration	4/01/2027

Instructions for Submission of Response

1. Form:

- Respondents must do **all** of the following:
Upload an electronic copy of their proposal. All proposals should be combined into one pdf document and clearly labeled with the project name. Complete pdf application document must be uploaded to this link:
<https://share.sonoma-county.org/link/-QrgBD2mPzw/>

Note: Click on the button that says “Click here to Upload” and then select either “Drag and Drop Files or Folders HERE” or “Browse for files.” Confirmation of successful upload will **not** be received by respondent after upload is complete; and

- Submit one (1) original signed by an individual authorized to enter into Contracts to the address below. Proposals must be enclosed in a sealed envelope or package and clearly marked **RFP for HOUSING AUTHORITY MANAGEMENT & ACCOUNTING SOFTWARE**. Original proposals should be free of binders or coil bindings. Proposals shall be submitted to:

Martha Cheever
Sonoma County Community Development Commission
141 Stony Circle Suite 210
Santa Rosa, CA 95401

- ### 2. Due Date: Proposals must be received no later than **5:00 p.m. PST on June 9, 2026**. 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 Respondent 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.

Evaluation and Selection Process

All proposals received by the deadline will undergo an evaluation conducted by the Sonoma County Housing Authority (SCHA). The evaluation process will include review of submitted proposals, verification that minimum requirements have been met, and a required software demonstration for shortlisted vendors.

1. Completeness and Minimum Requirements Review

SCHA will first review each proposal for completeness and compliance with the minimum functional, technical, and administrative requirements set forth in this RFP. Proposals that do not meet mandatory requirements may be rejected without further review.

2. Proposal Evaluation

Proposals passing the initial review will be evaluated on the following factors:

Functional compliance with Section 1: Required Financial and Housing Applications

- Implementation methodology and project management approach
- Data migration strategy and history of successful migrations from MRI Software PHA Housing Pro and IDIA
- Technical security, privacy, and hosting architecture
- Vendor qualifications, experience, references, and staffing
- Training, technical support, and ongoing maintenance services
- Cost proposal, including total cost of ownership
- Ability to meet County IT and security requirements
- Ability to meet HUD program administration requirements

3. Required Software Demonstration

Vendors who pass the proposal evaluation phase will be invited to participate in a **Virtual Software Demonstration** during the period of **June 15–June 24, 2026**, as noted in the RFP Timeline.

Demonstrations are mandatory and will be scored as a core component of the evaluation. Demonstrations must show, at minimum:

Required Program & Housing Functions

- Rent calculation workflow
50058/PIC (HIP) submissions
- Waitlist management including multiple lotteries
- FSS escrow tracking
- NSPIRE-V/HQS mobile inspections
- Portability management
- PBV contract and compliance tracking
- Tenant and landlord communications (email, text)
- End-user reporting, analytics, and custom report creation
- Document imaging and integrated document management

Required Financial Functions

- General ledger, accounts payable, accounts receivable
- Tenant accounting and HAP processing
- VMS reporting
- Budgeting and financial statements
- Integration with online banking and direct deposit workflows
- Automated repayment agreement tracking
- Cash management and payment processing

Administrative & Cross-Functional

- User roles, permissions, privacy and data access controls
- System configuration workflows
- Search and navigation
- Error-handling and audit logs
- Remote-work capability and browser/device performance

Demonstrations must follow a structured script that SCHA will provide at least one week prior to the demo date. Vendors must display live, in-system functionality rather than slides, prerecorded videos, or mockups.

Failure to participate in the required demonstration or failure to demonstrate required capabilities may result in disqualification.

4. Final Selection

Following demonstrations, SCHA may conduct reference checks, security and due-diligence reviews, and clarifying interviews. Preliminary selection will be announced during the **week of August 1, 2026** (subject to change). Final approval may require authorization by the Board of Commissioners.

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 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. Re-issue this RFP or change deadline dates.
- d. 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 consultant, 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 consultant or consultants. 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 Commissioners, 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 consultant will be expected to execute the Commission's standard form of professional services agreement, a sample copy of which is attached as Attachment B. The consultant's response must specify, in writing, any objections consultant 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 Consultant 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 RFQ. 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 consultant'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 consultant 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 consultants, 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

Who may file: Any directly affected party aggrieved by the solicitation or award of a contract.

How to file: Submit a written protest to:

Sonoma County Community Development Commission
Executive Director/Purchasing Agent
141 Stony Circle Suite 210
Santa Rosa, CA 95401

Deadline: Within 7 calendar days of the notice of intent to award. Late protests will not be considered.

What to include:

- Each ground for the protest, citing applicable laws, ordinances, or bid provisions
- The remedy sought
- For specification-related protests: supporting technical data, test results, or other documentation

Protest Resolution Process

Informal Resolution: The Executive Director will contact the protesting party to discuss and clarify issues.

Written Response: Within 14 calendar days, a written decision will be issued. This is the final agency action.

Procurement Actions During Protest

Protests do not delay negotiations, purchase orders, or contract awards.

Remedies Prior to Award

If a violation of policy is found:

- No fraud or bad faith:
 - The contract may be ratified if in the County's best interest, or
 - The contract may be terminated.
- Fraud or bad faith:
 - The contract or purchase order will be declared null and void.

Attachments

Attachment A: Insurance Requirements

Attachment B: Draft Professional Services Agreement

ATTACHMENT A - Insurance Requirements

With respect to the performance of work under this Agreement, the Contractor shall maintain, and shall require all subcontractors, Contractors, and 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 termination or completion of this Agreement.

The County of Sonoma reserves the right, but has no obligation, to review any of the required insurance policies and endorsements. The County's failure to demand evidence of full compliance with these requirements, or failure to identify any deficiency in the provided insurance, shall not relieve the Contractor from, nor be construed as a waiver of, the obligation to maintain all required insurance at all times during the performance of this Agreement.

1. Workers' Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Waiver of Subrogation (when applicable) Where the Contractor's scope of work involves on-site, field-based, or other physical presence activities at County facilities or properties, the Contractor's Workers' Compensation policy shall be endorsed to waive the insurer's right of subrogation against the County of Sonoma, its officers, agents, and employees.
- e. Required Evidence of Insurance:
 - Certificate of Insurance evidencing coverage meeting the above requirements.

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

2. General Liability Insurance

- a. Commercial General Liability Insurance written on an occurrence form, no less broad than ISO form CG 00 01 or equivalent. Coverage shall include premises and operations, products and completed operations, contractual liability, and personal and advertising injury.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be satisfied by providing a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, that deductible or self-insured retention must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor 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 included as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement by endorsement or under policy language providing automatic coverage to any person or organization required by written contract to be an additional insured.
- e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the County.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - Certificate of Insurance evidencing coverage meeting the above requirements.

3. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence. Coverage shall apply to liability arising out of the Contractor’s professional acts, errors, or omissions in the performance of services under this Agreement
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, that deductible or self-insured retention must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. 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.
- e. Required Evidence of Insurance:
 - Certificate of Insurance specifying the limits and the claims-made retroactive date.

4. Cyber Liability - Network Security and Privacy Liability Insurance

- a. Minimum Limit: \$2,000,000 per claim per occurrence, \$2,000,000.00 aggregate
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. 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.
- e. Required Evidence of Insurance:

- Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Technology Errors and Omissions Insurance

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by the Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity
- 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 a reference sufficient to identify the Contractor’s insurance coverage applicable to its work for the County (e.g., Contract number, project name, or program).
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
 - [insert exact name of additional insured]
 - Attn: [insert department and contact person, if applicable]
 - [insert address for insurance certificate delivery]
- d. Required Evidence of Insurance shall be submitted upon renewal, replacement, or extension of any required policy, and in no event later than the effective date of such renewal, replacement, or extension.
- e. Contractor 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

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

9. Material Breach

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

Standard Professional Services Agreement (“PSA”)
Revision G – October 2021
AGREEMENT FOR SOFTWARE AS A SERVICE

This agreement ("Agreement"), dated as of _____, 20__ (“Effective Date”) is by and between the Sonoma County Community Development Commission, a political subdivision of the State of California (hereinafter "Commission"), and _____ (hereinafter "Company").

R E C I T A L S

WHEREAS, Company represents that it is a duly qualified **[add “and licensed” if appropriate]** _____, experienced in the provision of fully functional Housing Authority software and related services; and

WHEREAS, in the judgment of the _____, it is necessary and desirable to employ the services of Company for _____.

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

A G R E E M E N T

1. Scope of Services.

1.1 Company's Specified Services.

Company shall provide and 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. Company shall cooperate with Commission and Commission staff in the performance of all work hereunder.

1.3 Performance Standard. Company 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 Company's profession. Commission has relied upon the professional ability and training of Company as a material inducement to enter into this Agreement. Company 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 Contractor’s work by Commission shall not operate as a waiver or release.

If Commission determines that any of Company'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 Company to meet with Commission to review the quality of the work and resolve matters of concern; (b) require Company 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. Company 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 Company to perform work hereunder, Company 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. Company 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 Company's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Company's control, Company shall be responsible for timely provision of adequately qualified replacements.

2. Software and Services.

2.1 During the Term of this Agreement, Company will provide Customer access to, and use of, the Software, Services, and Documentation by enabling a portal for Customer to access through a web browser (the "Portal").

- a. "Documentation" means the applicable training materials, user guides, publicly available marketing and/or proposal materials, and other similar information, or other documents disseminated under or governed by confidentiality obligations which pertain to the Software or Services provided by Company, which may be updated by Company at any time without notice to include information about new features and incorporate feedback to help Company's customers understand how to use the Software and Services.
- b. "Services" means standard implementation services, configuration of stated program(s) to allow for enrollment, qualification, administration

and reporting, access to the Software, technical support services, hosting and security services, data storage, backup, recovery, and other services provided by the Company as described in the Order Form or this Agreement.

- c. “Software” means the proprietary web-based products, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the Services provided by Company, or its licensors identified on an Order Form and subsequently made available to Customer by Company in accordance with an Order Form or this Agreement.

2.2 This Agreement does not contemplate any customized products, services, work-for-hire, or code developed exclusively for Customer. In the event that the Parties agree that Company shall provide such non-standard Professional Services, the description of the services and applicable ownership rights with respect to such Professional Services will be set forth in a separately executed Professional Services Agreement. This Agreement does not contemplate any IP rights beyond the terms provided herein.

2.3 Company will make available to Customer all updates and any documentation for such updates to the Services. Company will use commercially reasonable efforts to ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services. General maintenance of the system is completed on a regular basis to ensure optimal performance of the Services.

2.4 Technical Support. With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. (“Support Hours”).

2.5 Data Storage. All Customer Data will be stored, processed, and maintained solely in data centers located in the United States.

2.6 Backup and Recovery of Customer Data. Company is responsible for maintaining a backup of the Customer Data and for an orderly and timely recovery. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within a reasonable period of time.

3. Payment.

For all services and incidental costs required hereunder, Company shall be paid a lump sum in accordance with Exhibit [A/B/C], attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Company to complete the services. Company shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit [A/B/C] includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Company shall submit its bill[s] for payment in a form approved by Commission's Auditor and the Executive Director of the Commission . The bill[s] shall identify the services completed and the amount charged.

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 Company for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Company 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 Company does not qualify, Commission requires that a completed and signed Form 587 be provided by the Company in order for payments to be made. If Company 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 Company 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, Company has the option to provide Commission with either a full or partial waiver from the State of California.

2. 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 Company.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Company 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 Company 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, Company, within 14 days following the date of termination, shall deliver to Commission all reports, and other data or documents, in whatever form or format, assembled or prepared by Company or Company'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, Company 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 Company 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, Company 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 Company.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the Commission. In addition, the Purchasing Agent or Commission Executive Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the Commission.

5. Indemnification and Limitation of Liability.

Company will indemnify, defend, and hold harmless the Commission against all claims, suits, and actions asserted by an unaffiliated third party against the Commission for liabilities, damages and costs, including reasonable attorneys' fees, incurred in the defense of any claim brought against Commission alleging that any Software or Services infringes or misappropriates a third-party's U.S. registered patent right, trademark, or copyright (an "Infringement Claim"), provided Company is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Customer shall not settle or compromise such Infringement Claim without the express written consent of the Company.

Company's indemnity obligations under this Section shall not extend to claims that arise from:

- (i) An unauthorized modification of the Software or Services by Customer where the Software or Services would not be infringing without such modifications;
- (ii) Customized portions of the Services designed in accordance with written specifications provided by Customer where the Software or Services would not be infringing but for Company's compliance with such written specifications;
- (iii) The failure of Customer to install an update to the Software or Services provided by Company that would have avoided the actual or alleged infringement;

- (iv) The combined use by Customer of the Software or Services with other components, products, or services not provided by Company where the Software or Services would not be infringing but for such combination; and/or
- (v) Workflows, analytic applications, algorithms, or other applications or programming built by Customer or created by or on behalf of Customer without Company's approval.

6.2. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPH 6.1; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY INCLUDING BUT NOT BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE. EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS (2) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPH 6.1; OR (3) A PARTY'S NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE GREATEST AMOUNT OF THE FEES PAID OR OWED BY EITHER PARTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS IN THIS SECTION FORMED A BASIS FOR ENABLING EACH Party TO OFFER AND ACCEPT THE TERMS HEREIN. THE FORGOING LIMITATION ON LIABILITY DOES NOT APPLY TO ANY CLAIMS OR DAMAGES FOR WHICH COMPANY'S INSURANCE AS REQUIRED IN PARAGRAPH 7 BELOW PROVIDES COVERAGE.

6. Insurance. With respect to performance of work under this Agreement, Company 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.

7. Prosecution of Work. The execution of this Agreement shall constitute Company'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 Company's performance of this Agreement shall be extended by a number of days equal to the number of days Company 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 Department may be executed by the Commission Executive Director in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Commission Executive Director. 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 Company 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 Company shall be entitled to no compensation whatsoever for the performance of such work. Company 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. Representations of Company.

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

9.2 Status of Company. The parties intend that Company, 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. Company 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, Company expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Company 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. Company 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 Company becomes debarred, Company has the obligation to inform the Commission

9.4 Representation, Warranty and Responsibility as to Data Security

- i. Notify the Commission by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Company or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.
 - ii. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.
 - iii. Pursuant to Article 5 of the Agreement, provide indemnity and other protection as specified therein.
- e. Cyber Risk Insurance Requirements: Company shall include, and shall ensure that its sub-consultants or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

9.5 Taxes. Company 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. Company 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 Company'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, Company agrees to furnish Commission with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Company 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. Company shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Company 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. Company 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, Company 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 Company's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Company agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified

during the term of this Agreement. Without limiting the generality of the foregoing, Company expressly acknowledges and agrees that this Agreement [is/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.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Company shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the Commission’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Company agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Company assigns to Commission and County 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 Company in connection with this Agreement. Company agrees to take such actions as are necessary to protect the rights assigned to Commission and County in this Agreement, and to refrain from taking any action which would impair those rights. Company'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. Company 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.

9.11 Ownership and Disclosure of Work Product. All reports, files, templates, stored records, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Commission, Company or Company’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Commission. Commission shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Company shall promptly deliver to Commission all such documents, which have not already been provided to Commission in such form or format, as Commission deems appropriate. Such documents shall be and will remain the property of Commission without restriction or limitation. Company agrees that any retained copies shall not include confidential, sensitive information including but not limited to PII,

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

10. Software/Computer Application Purchase Online Accessibility

10.1 Accessibility. County policy requires that all County websites and web-based applications must be accessible to staff members and members of the public with disabilities.

a. Standards. Company shall certify that all Electronic and Information Technology (“EIT”) products, services, or other deliverables (collectively “EIT Deliverables”) furnished hereunder that will be made available to members of the general public in connection with Commission’s ordinary course of business, comply with the following accessibility standards:

i. 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)), the County’s Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County’s Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

The foregoing standards shall collectively be referred to hereinafter as “County Accessibility Standards.” For the purposes of this Agreement, the term “EIT” shall include Information Technology (as defined below) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information including, but not limited to equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term “Information Technology” includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

10.2 Certification. Company must complete the Document Accessibility Certification Form attached hereto as Exhibit F 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).

10.3 Noncompliant EIT; Obligation to Cure. If Commission, in its sole and absolute discretion, determines that any EIT Deliverable does not comply with County Accessibility Standards, Commission will promptly inform Company in writing. Upon such notice, Company shall, without charge to Commission, repair or replace the non-compliant EIT Deliverables within such period of time as specified by Commission in writing. If the required repair or replacement is not completed within the time specified, Commission shall have the right to do any or all of the following, without prejudice to Commission’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 EIT developed by Company for Commission, Commission may have any necessary changes or repairs performed by itself or by another contractor. In such event, Company shall be liable for all expenses incurred by Commission in connection with such changes or repairs.

10.3 Upgrades Upon Renewal or Extension. Notwithstanding the foregoing, Commission may accept EIT 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. For every EIT Deliverable accepted by Commission that does not fully comply with County Accessibility Standards, Company shall, at the discretion of Commission, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, upon the renewal or extension date of this Agreement.

10.4 Warranty; Indemnity. Company represents and warrants (i) that its EIT Deliverables will be accessible to the full extent required hereunder and (ii) that it shall defend, indemnify and hold Commission harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against County, its officers, directors, agents, or employees arising out of or related to Company's breach of this Article _____.

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:

TO: COMPANY:

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. Company 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. Company 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. 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.

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

ATTACHMENT B – DRAFT PROFESSIONAL SERVICES AGREEMENT

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

COMPANY: _____

COMMISSION: _____

CERTIFICATES OF INSURANCE REVIEWED, ON FILE, AND APPROVED AS TO SUBSTANCE FOR COMMISSION:

By: _____
Name: _____
Title: _____
Date: _____

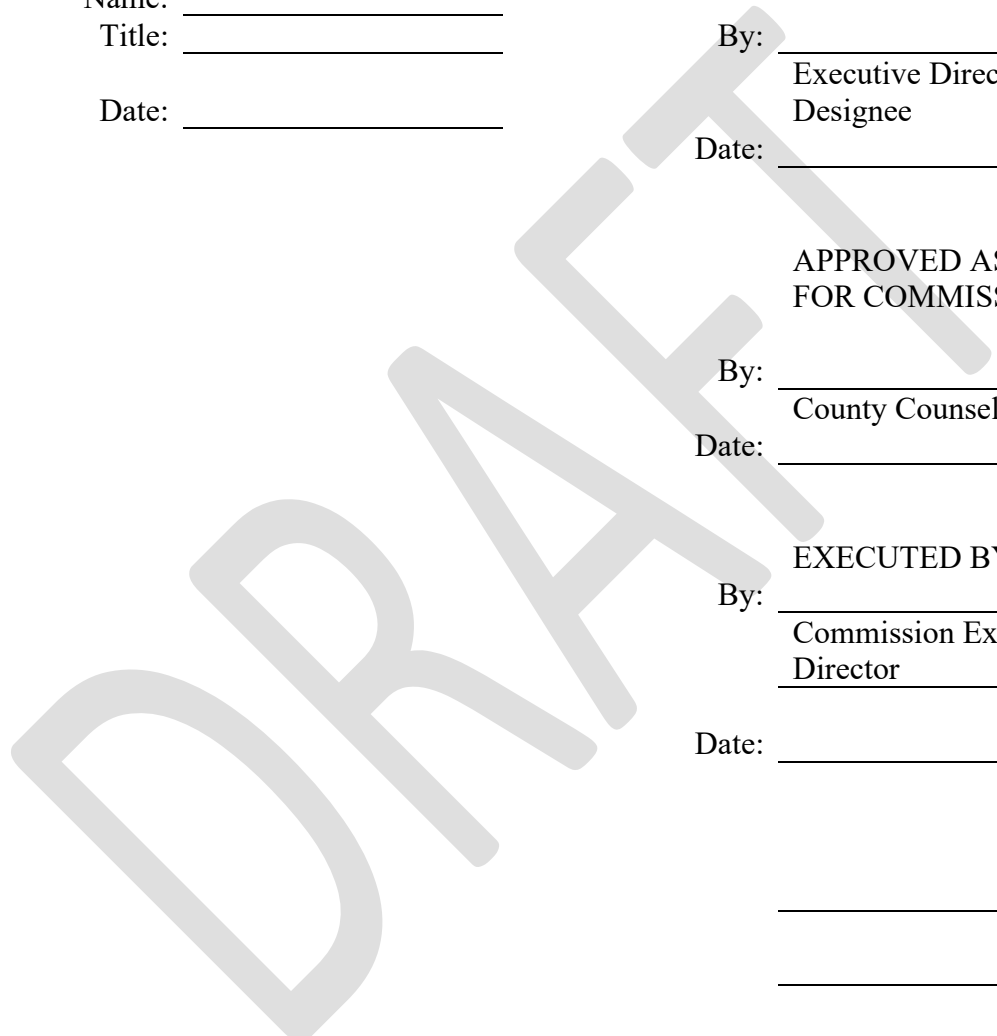
By: _____
Executive Director or Designee
Date: _____

APPROVED AS TO FORM FOR COMMISSION:

By: _____
County Counsel
Date: _____

EXECUTED BY:

By: _____
Commission Executive Director
Date: _____



DRAFT