



Sonoma County Community Development Commission
Sonoma County Housing Authority
141 Stony Circle, Suite 210, Santa Rosa, CA 95401

Request for Proposals

Housing Inspection Services

The Sonoma County Community Development Commission (Commission) invites responses to this Request for Proposals for Housing Quality Standards Inspection Services and NSPIRE inspections when imposed by Federal regulation for the Sonoma County Housing Authority's Rental Assistance Programs.

Background

The Sonoma County Housing Authority (SCHA) administers several rental assistance programs within Sonoma County. U.S. Department of Housing and Urban Development (HUD) regulations require a Housing Quality Standards (HQS) inspection of each assisted rental dwelling before initial occupancy and annually or biennially thereafter as long as the dwelling unit is subsidized. Since 2012, an independent contractor has conducted annual inspections for the SCHA. The SCHA seeks proposals from independent contractors and/or consulting firms to conduct all its annual and biannual HQS inspections (and NSPIRE when imposed by Federal regulation).

Scope of Services

The selected contractor will be responsible for performing Housing Quality Standards (HQS) inspections on residential rental dwelling units in connection with the rental assistance programs administered by the Sonoma County Housing Authority (SCHA).

Inspection services included in this proposal include the following:

1. Biennial inspections for a combined 2988 Section 8 Housing Choice Vouchers and Veterans Affairs Supportive Housing Vouchers, 261 Mainstream Vouchers and 120 Emergency Housing Vouchers. HQS inspections must be conducted in compliance with 24 CFR §982.401-406.
2. Annual inspections for approximately 35 units assisted through Continuum of Care (CoC) Permanent Supportive Housing rental assistance programs. HQS inspections must be conducted in compliance with 24 CFR §578.75(b).
3. Annual inspections for approximately 20 units assisted through HOME Tenant-Based Rental Assistance (TBRA). HQS inspections must be conducted in compliance with 24 CFR §92.209.
4. Initial inspections of SCHA assisted units upon request. Initial inspections must be conducted in accordance with the applicable program regulation as mentioned above.

The selected contractor must:

1. Perform these inspections using the Housing and Urban Development (HUD) prescribed form HUD-52580 as a means of recording status and deficiencies in the units inspected.
2. Perform full scope HQS inspections following HUD guidelines and approved addendums as listed in the Administrative Plan of the Sonoma County Housing Authority.



3. Deliver fully executed HUD-52580 inspection forms to the Sonoma County Housing Authority staff upon the completion of each day of housing inspections.
4. Utilize only trained/certified HQS or NSPIRE inspectors as required to meet the scope of work defined in this proposal.
5. Provide customer service in a professional manner, maintain confidentiality, and comply with all program regulations and Commission policies.

Initial Inspections must be completed within three (3) business days from the date when the contractor is notified the unit is ready for inspection. Annual Inspections must be completed within 12 months from the last inspection. Biennial inspections must be completed within 24 months from the last inspection. Under certain circumstances, in accordance with Federal regulations, certain inspections may have a 24-hour to 30-day completion requirement.

SCHA uses MRI HAPPY HousingPro software to manage its rental assistance programs. The software includes an Inspections for iPad module. SCHa specifically seeks proposals that include conducting inspections using this software on iPads allowing electronic upload of inspection results to the Housing Authority's software system. The selected contractor/consulting firm must be able to comply with Commission and Sonoma County information system policies.

SUBMISSION REQUIREMENTS

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

Cover Letter and Introduction

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

Project Overview

Provide a brief narrative description of the Scope of Work outlined above. Include any issues you believe may require special consideration. Discuss any alternatives to the Scope of Work you might recommend. Commission staff will assess your understanding of the objectives based on this overview.

Qualifications and Experience

Provide descriptions of your firm's role, experience, and capability in performing HQS Inspections. Briefly describe your firm's general business capabilities and your ability to meet the required timelines.

A minimum of three client references must be provided. Include the name, mailing address, telephone number, and email address of principal representatives of those clients. Include qualifications and experience of sub-consultants, if any.

Methodology

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 HQS and/or NSPIRE inspections as verified by references;
 - d) Costs relative to the scope of services;
 - e) A demonstrated history of providing similar services to housing authorities or other comparable entities;
 - f) Willingness to accept the Commissions' 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).
 - h) Responsiveness of the written proposal to the purpose and understanding of the scope of work;
 - i) Proposed fees per inspection type within written proposal;
 - j) Proposed turn-around time for inspection completion (and scheduling, if applicable);
 - k) Proposed volume pricing scenarios.
4. The CDC Executive Director reserves the right, in her 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 Commission for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

Cost of Service

The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

The project costs must be broken out and include all expenses that will be charged to the Commission, including but not limited to 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.

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

Responses must be received in the electronic portal (instruction in instructions for submission section) AND in the Commission office at 141 Stony Circle, Suite 210, Santa Rosa, CA 95401 **no later than 5:00 p.m., February 5, 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

All questions must be submitted in writing no later than 5:00 p.m., January 9, 2026. If any questions are received, all questions will be answered in an addendum issued and posted the Commission's website, by January 16, 2026. The Commission will not provide verbal responses to any inquiries made by prospective respondents. Questions should be submitted via email to:

Martha.Cheever@sonomacounty.gov

Timeline

Note: all dates subject to change without notice to proposer. If any due dates are changed, all known recipients of the original RFP will be notified of the new date(s), and any such changes will also be posted on the Commission's website.

RFP Issued	December 12, 2025
Questions in writing due by 5:00 PM	January 9, 2026
Responses to questions and addendum issued and posted to the Commission website	January 16, 2026
Proposals due by 5:00 PM	February 5, 2026
Consultants notified of preliminary selection, pending Board of Commissioners approval	Week of February 23, 2026

Instructions for Submission of Response

1. Form:

Respondents must do **all** of the following:

- Upload an electronic copy of their proposal to this link: https://share.sonoma-county.org/link/VWOpEGGlz_4/. Note: The link will state "There are no files in this directory" click on the button that says "Click here to Upload" and then select "Browse for files" you may then select files and click upload. Confirmation of successful upload will **not** be received by respondent after upload is complete; and
- Submit one (1) signed original to the address below. Proposals must be enclosed in a sealed envelope or package and clearly marked **HQS Inspection PROPOSAL**. No binders please. Proposals shall be submitted to:

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

Evaluation Criteria

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

- Understanding of the scope of work as evidenced by the approach outlined
- Competence, technical ability, and related experience
- Knowledge of Housing Quality Standards Inspection Requirements
- Estimated cost projections
- Responsiveness to the Request for Proposals
- References

Rules and Regulations

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

- a. Waive or correct any defect or informality in any response, submittal, or submittal procedure.
- b. Reject any or all responses.

- c. 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 Supervisors, or any

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

Form of Agreement

The selected consultant will be expected to execute the Commission's standard form of professional services agreement, a sample copy of which is attached. 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 RFP. A respondent taking exception to the Commission's sample agreement must also provide alternative language for those provisions considered objectionable to the respondent. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the response.
- d) Failure to address exceptions to the sample agreement in the response will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the submission deadline may result in rejection of the consultant's response.

Living Wage

The Consultant shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this professional services agreement. Without limiting the generality of the foregoing, the Consultant expressly acknowledges and agrees that this professional services agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the professional services agreement will be considered a material breach and may result in termination of the professional services agreement or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

Attachments

Attachment A: Sample Professional Services Agreement

Attachment B: Insurance Requirements

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

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

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

AGREEMENT

1. Scope of Services.

1.1. Consultant’s Specified Services.

Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

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

1.3. Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. Commission has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by Commission shall not operate as a waiver or release. If Commission determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Commission, in its sole

discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Commission to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Commission, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Commission.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Commission to be key personnel whose services were a material inducement to Commission to enter into this Agreement, and without whose services Commission would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Commission.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. **Payment.** For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

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

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

EXHIBIT A. Draft Professional Services Agreement

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the Commission shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, Commission requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the Commission requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the Commission of any changes in the facts. Forms should be sent to the Commission pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide Commission with either a full or partial waiver from the State of California.

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

4. **Termination.**

4.1. **Termination Without Cause.** Notwithstanding any other provision of this Agreement, at any time and without cause, Commission shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2. **Termination for Cause.** Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Commission may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3. **Delivery of Work Product and Final Payment Upon Termination.**

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Commission all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to Commission an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. **Payment Upon Termination.** Upon termination of this Agreement by Commission, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if Commission terminates the Agreement for cause pursuant to Section 4.2, Commission shall deduct from such amount the amount of damage, if any, sustained by Commission by virtue of the breach of the Agreement by

Consultant.

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

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Commission, and to indemnify, hold harmless, and release Commission and the County of Sonoma, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Commission based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on Commission's part, but to the extent required by law, excluding liability due to Commission's conduct. Commission shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit [B/C/D], which is attached hereto and incorporated herein by this reference.

<http://sonomacounty.ca.gov/HR/Liability/Requirements/>) Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Commission may be executed by the Executive Director in a form approved by County Counsel. The Board of Commissioners must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, Commission personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Commission.

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

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

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

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

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

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

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

10. Representations of Consultant.

10.1. Standard of Care. Commission has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby

agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Commission shall not operate as a waiver or release.

10.2. Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Commission and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Commission provides its employees. In the event Commission exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

10.4. Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Commission harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Commission is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Commission with proof of payment of taxes on these earnings.

10.5. Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Commission for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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

10.7. Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees.

Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

10.8. Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the Commission's Non-Discrimination Policy and Executive Order 11246, Equal Employment Opportunity. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

10.12. Assignment of Rights. Consultant assigns to Commission all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Commission in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Commission may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of

Commission. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Commission.

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

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

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

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

TO COMMISSION: Sonoma County Community Development Commission
ATTN:
141 Stony Circle, Suite
210
Santa Rosa, CA 95401
Fax: (707) 565-7583
Email:

TO CONSULTANT: Consultant name
 ATTN:
 Address
 Email:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

14. Miscellaneous Provisions.

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

14.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Commission acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Commission acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

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

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

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK— SIGNATURES BEGIN ON NEXT PAGE

CONSULTANT/CONTRACTOR

Dated:

By: _____

Name:

Title:

**SONOMA COUNTY COMMUNITY DEVELOPMENT
COMMISSION**

Dated: _____

By: _____

Michelle Whitman, Executive Director

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

Dated: _____

By: _____

Michelle Whitman, Executive Director

APPROVED AS TO FORM

Dated:

By: _____

Deputy County Counsel

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 performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, 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 \$100,000 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 form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- 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 it 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.

5. Standards for Insurance Companies

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

6. Documentation

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

7. Policy Obligations

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

8. Material Breach

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

SAMPLE