

UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

340 LAKE MENDOCINO DRIVE ♦ UKIAH, CA 95482 ♦ (707) 234-2838
fisettea@mendocinocounty.org

REQUEST FOR PROPOSAL (RFP)

**UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
ADMINISTRATIVE SERVICES**

RFP No.	UVBGSA 21-01
RFP Issue Date:	November 22, 2021
RFP Submission Deadline:	January 4, 2022
Issued by:	Amber Fissette

REQUEST FOR PROPOSAL

ADMINISTRATIVE SERVICES UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

RFP No.	UVBGSA 21-01
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I. INTENT

This Request for Proposal (RFP) announces the intent of the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) to procure the services of a professional firm or qualified individual, with experience managing and administering public agencies, to provide general management and administrative services in support of the implementation of the Ukiah Valley Basin Groundwater Sustainability Plan. It is expected that the qualified firm or individual will serve as the UVBGSA's General Manager and provide these services through the implementation of organizational infrastructure and management practices (meeting management, staffing, record keeping, financial management, etc.) that support the UVBGSA in complying with California Senate Bills 1168 and 1319, and California Assembly Bill 1739 (collectively, the "Sustainable Groundwater Management Act" or "SGMA"), and the regulations promulgated thereunder.

II. DEFINITIONS

UVBGSA – The Ukiah Valley Basin Groundwater Sustainability Agency.

VENDOR – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a UVBGSA contract.

CONTRACTOR – A vendor who signs a contract with the UVBGSA to perform services.

III. PROPOSAL SUBMISSION GUIDELINES

A. Vendors must submit four (4) copies of their proposal: three (3) complete paper copies with original Vendor signature, and one (1) complete copy on CD. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "UVBGSA RFP No. 21-01", and delivered by 2:00 p.m. January 4, 2022 to:

UVBGSA
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Amber Fisette

Late or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. **Proposals received after the date and time specified will not be considered.** Note: The unauthorized use of the UVBGSA's official logo is strictly prohibited.

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
 - Attachment B – Proposal Checklist/Table of Contents
 - Executive summary of proposal
 - Scope of services
 - Company background and experience
 - Proposal cost plan and narrative (as identified in Section XIII)
 - Attachment C – Exceptions to RFP
 - Attachment D – Letters of Reference
 - Attachment E – Certificate of Non-collusion
 - Insurance coverage/certificate of insurance
 - Acknowledgement of receipt of addenda, if applicable.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**
- E. Prices shall be stated in the format as requested herein. Where indicated, vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.
- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.
- H. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the vendor.

- I. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by vendor shall become the property of the UVBGSA.
- J. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- K. Vendor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the vendor's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- L. If proposed, the UVBGSA reserves the right to obtain equipment items through its own purchase programs.
- M. This service has been selected to be made available for use by other local government agencies (piggy-back). The use of the contract, by the other government agencies, will be optional. Sales to these governmental agencies by the Contractor shall be optional. If bidders choose to extend prices offered on this proposal to other governmental agencies, any resulting contract will be solely between the supplier and the third party unit of government. UVBGSA shall not be responsible for any problems which may arise between other government agencies and the contractor as a result of any sales and/or purchases made.
- N. The UVBGSA encourages all vendors to participate in our ePayables program as our preferred payment method. The UVBGSA's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost efficient manner (please refer to Attachment G- Sample UVBGSA Contract).

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

- A. Pre-submittal inquiries and correspondence shall be directed to:

Amber Fisette
(707) 234-2838
fisettea@mendocinocounty.org

- B. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).
- C. The questions and answers will be provided by the UVBGSA in writing, in the form of an addendum to all known interested vendor(s) after the inquiry deadline. If any addenda are issued by the UVBGSA, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each vendor known to have received a copy of this RFP. **Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued.**

- D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. UVBGSA requires that other UVBGSA management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the UVBGSA RFP Representatives listed above for any and all technical and procedural inquiries.**

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the UVBGSA may only be altered by letter or facsimile bearing the signature or name of the Vendor's authorized representative, provided it is received **prior to the deadline for submission of proposals.** Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the UVBGSA may be withdrawn by the proposer **up to the time of the deadline for submission of proposals.**

VI. SCHEDULE OF ACTIVITIES

The UVBGSA intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Vendors to prepare definitive Proposals and to permit UVBGSA to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the UVBGSA. The UVBGSA will provide sufficient advance notice to vendors in the event of schedule changes.**

Scheduled Activity	Proposed Date
Letter of interest and Request for Proposals mailed to prospective proposers	November 22, 2021
Inquiry Deadline	December 14, 2021
RFP Submission Deadline	January 4, 2022
Interviews (if applicable)	January 11, 2022
RFP Selection and Notification	January 18, 2021
UVBGSA Board Approval of Recommendation(s)	February 10, 2022
Approximate Contract Start Date	February 10, 2022

VII. SELECTION PROCESS

- A. The UVBGSA reserves the sole right to judge the contents of the Vendors' proposals. The selection process will be governed by the following criteria:

1. The proposals must adhere to the instructions and format as specified in this RFP.
2. The evaluation will include a review of all documents and information relating to the Vendor's services, organizational structure, capabilities, qualifications, past performance, and costs.
3. Vendors may be required to make an oral presentation and interview before final selection is made.
4. The UVBGSA may evaluate any information from any source it deems relevant to the evaluation.
5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

VIII. SELECTION CRITERIA

- A. The selection of VENDORS(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. VENDORS(s) should submit information sufficient for the UVBGSA to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the UVBGSA then has the option to re-compete the procurement or enter into sole-source procurement.
- D. Proposal Review and Evaluation Process
 1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
 - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
 - b. Experience of Vendor in providing services and quality of work.

- c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.
- d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
- e. All criteria identified in Attachment F, Proposal Evaluation Form.

IX. AWARD AND CONTRACT INFORMATION

- A. The UVBGSA hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The UVBGSA reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the UVBGSA to do so. The UVBGSA will select the Vendor whose proposal is determined by the UVBGSA to be the most responsive and responsible proposal and of the best advantage to the citizens of the Ukiah Valley Basin. The UVBGSA shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the UVBGSA, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment G. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the UVBGSA will understand that the Vendor agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that UVBGSA may deem necessary to determine the Vendor's qualifications. Should any of the information requested by UVBGSA be considered by the Vendor to be confidential, it must be so stated. UVBGSA will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, UVBGSA cannot ensure such confidentiality.
- G. Open Procurement

1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The UVBGSA's objective is to clarify all purchase options.]
2. UVBGSA reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
3. UVBGSA reserves the right to accept or reject any or all Proposals in whole or in part.
4. UVBGSA reserves the right to negotiate a contract with more than one Vendor at the same time.

H. Local Vendor Preference:

1. The UVBGSA has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:
 - a. Those contracts which State Law or, other law or regulation precludes this local preference.
 - b. Public Works construction projects.
2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

X. BACKGROUND INFORMATION

The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) is the sole Groundwater Sustainability Agency for the Ukiah Valley Groundwater Basin located in Mendocino County. UVBGSA consists of the County of Mendocino, the City of Ukiah, the Upper Russian River Water Agency, and the Russian River Flood Control and Water Conservation Improvement District (RRFC). The UVBGSA developed their Groundwater Sustainability Plan (GSP) in accordance with the California Department of Water Resources (DWR) Sustainable Groundwater Management Act (SGMA) of 2014. The purpose of the GSP is to roadmap the process to achieving sustainable groundwater management, as defined by SGMA, in the Basin.

SGMA is a three-bill legislative package comprised of Assembly Bill (AB) 1739 (Dickinson), Senate Bill (SB) 1168 (Pavley), and SB 1319 (Pavley) signed into law in 2014 and codified in Section 10720 of the California Water Code. SGMA took effect on January 1, 2015 and California for the first time in its history had a framework for sustainable, locally led groundwater management. Under SGMA, the Department of Water Resources published Bulletin 118 ranking all of the groundwater basins in California. The Ukiah Valley Basin was designated a medium priority basin and SGMA regulations state all overdrafted basins designated medium priority must form a GSA and be managed according to a GSP by January 31 of 2022 ensuring sustainable management of groundwater for future generations. The UVBGSA's GSP, which will be submitted by the January 2022 deadline, is the result of years of collaborative effort to understand the Ukiah Valley Basin by the local water agencies, regulating bodies, technical experts, and tribal and agricultural stakeholders that all hold interest in preserving the health of the Basin.

SGMA expands the role of DWR to support local implementation of GSPs and allows for intervention by the State Water Resources Control Board (SWRCB) at specific points throughout the process if local agencies are not willing or able to manage groundwater sustainably. In addition to the one Assembly Bill and two Senate Bills, SGMA is partially defined by the "emergency regulations" (adopted by the DWR and incorporated into the California Code of Regulations, Sections 350 – 354.4) and a number of other documents. SGMA required critically-overdrafted high and critically-overdrafted medium priority basins to be managed under a GSP by January 31, 2020, and all other groundwater basins designated as high or medium priority basins to be managed under a GSP by January 31, 2022. Additionally, SGMA requires demonstrated sustainability within 20 years of GSP implementation, and continued sustainability through the 50-year planning and implementation horizon.

Groundwater is a key driver of economic activity within California and supports nearly one-third of all activities within the state including a robust agricultural industry to which Mendocino County contributes 320 million dollars of agricultural products as of 2018. The Ukiah Valley Basin is in the south-east corner of Mendocino County and is home to City of Ukiah, the County seat. The Basin as of 2010 had a population of 32,262 people. In normal years, the primary sources of water in the Basin are the diversions of surface water from the Russian River and releases from Lake Mendocino and the remaining demand is supplied from groundwater. There has been no chronic decline noted in the groundwater levels even after extensive use during drought years. The majority of water in the Basin is supplied in normal years from the Russian River and distributed by the major water purveyors who also operate pumping and recharge wells. The work done by the UVBGSA is to safeguard water supply and water quality within the Basin. However, the location of the Basin as part of the Upper Russian River Watershed puts it in a position to protect downstream groundwater and overall water health not only for Mendocino County but also for Sonoma and Napa Counties.

In June of 2017, the UVBGSA notified the public of its intent to form a GSA. In July of 2018, the UVBGSA filed the initial notification with DWR to initiate development of a GSP for the Ukiah Valley Groundwater Basin.

XI. SCOPE OF WORK

As General Manager to the UVBGSA's Board of Directors, the selected firm or individual will be responsible for the day-to-day operations of the UVBGSA including, but not limited to, the following tasks:

- Management of the Board and Technical Advisory Committee (TAC) -- including scheduling, development of and posting agendas for a total of between 8-12 meetings annually; coordination with Board Chair, Vice-Chair, Board members, TAC members, and staff of Board members; presentations at the Board meetings; coordination with the TAC Chair; creation of meeting minutes; compliance with the Brown Act; maintaining all official records of the UVBGSA and responding to Public Records Act requests as needed;
- Oversight of the implementation of the Ground Water Sustainability Plan (GSP).
- Management of UVBGSA contracts – Acquisition of legal, technical, or other support services including management of contractor procurement, contract negotiations, contract development and administration; coordinating with legal counsel; and tracking and paying contract invoices;
- Grant Management – Includes preparation of and/or coordination of the preparation of grant applications for GSP implementation; grant tracking and management; preparing and submitting grant reimbursements, grant reporting;
- Fiscal management -- including serving as the fiscal agent for the UVBGSA; generating and paying invoices; developing, maintaining and tracking the budget; complying with County of Mendocino's accounting requirements;
- Coordination of UVBGSA activities with all other member agencies and organizations;
- Work with Board in developing UVBGSA priorities and implement Board policies and directives;
- Provide legislative direction/advice to Board;
- Ensure compliance with all state, local, and federal laws;
- Serve as the principal spokesperson for the UVBGSA and represent the UVBGSA at public and professional functions; oversee public information and public education programs, and coordinate media relations;
- Ensure Agency records are maintained;
- Other – Including arrange and participate in Public Workshops as needed (up to two annually); manage public outreach and website content, as needed; coordinate legislative advocacy activities as needed; and participate in industry training and workshops, as needed.

The proposal should clearly describe how the responding firm or individual is qualified to address the scope of work. The firm or individual's relevant experience will be evaluated based on the following criteria:

- a. Demonstrated knowledge and recent experience designing and completing similar successful public projects within the scope.
- b. Solid track record of agency organization and management.
- c. Demonstrated ability to accurately assess current and future agency needs.
- d. Creativity in working with diverse stakeholders to arrive at unique decisions.
- e. Ability to bring together a complete, competent team addressing all necessary disciplines to operate the UVBGSA.
- f. Strong understanding of the Sustainable Groundwater Management Act related to the requirements of implementing a Groundwater Sustainability Plan with the ability to acquire and manage required services.
- g. Desirable, but not required, is a strong understanding of the Ukiah Valley Groundwater Basin, agricultural community, and municipal and other water interests.

A selection committee comprised of members of the UVBGSA and the interim UVBGSA staff will review the proposals submitted in response to this RFP and may request interviews with some firms or individuals. The selection committee will rank the top firms and individuals based on proposals and interviews (if conducted).

XII. PROPOSAL FORMAT AND CONTENT

Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:

- A. An executive summary and written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: Experience, stability & growth, commitment, product and services.
- B. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all system modules.
- C. A description of Contractor's experience in providing the requested services.
- D. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
- E. Upon specific request of the UVBGSA, Vendor shall provide consent and waiver forms permitting UVBGSA to obtain personal employment/professional qualification information about Contractor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to UVBGSA.

- F. Any exceptions to the terms and conditions as specified in Attachment G to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- G. Two (2) letters of reference for the UVBGSA to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Contractor has worked to provide services.
- H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- I. Timeline indicating implementation schedule and training schedule (if applicable).
- J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

XIII. FORMAT OF COST PROPOSAL

The Vendor must itemize all costs, including per hour costs, chargeable to the UVBGSA as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract. Current billing rate schedule must be included. The billing rates will be applicable throughout the term of the agreement.

The UVBGSA shall be the sole arbiter in the determination of equality. The UVBGSA reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the UVBGSA.

XIV. CONTRACT

- A. Time is of the essence in awarding the contract. The UVBGSA reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent of award.
- B. Execution of Contract
 - 1. Upon the acceptance of a Vendor's Proposal, UVBGSA will prepare and submit a contract to the successful Vendor for signature. (See sample contract, as Attachment G, which contains required contractual language.) In the event that the successful Vendor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from UVBGSA, UVBGSA may at its

option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.

2. Incorporated by reference into the contract which is to be entered into by UVBGSA and the successful Vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Vendor's response thereto, and (b) all written communications between UVBGSA and the successful Vendor whose Proposal is accepted.

C. No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by UVBGSA unless approved in advance by UVBGSA in writing.

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Contract Term

The term of the AGREEMENT(s) will be for a period of three (3) year(s) with the option to extend the AGREEMENT(s) up to one (1) additional three-year period.

F. Insurance

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment G, Sample UVBGSA Contract.

XVI. REJECTION OF PROPOSALS

The RFP does not commit the UVBGSA to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The UVBGSA reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the UVBGSA to do so. The

UVBGSA may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the UVBGSA. The UVBGSA will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected contractor will be required to obtain a County business license if not already held.

XVII. GENERAL CONDITIONS

While the intent of the UVBGSA is to award the contract to the selected Vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The UVBGSA has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The UVBGSA has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the UVBGSA finds that the Vendor's performance is not satisfactory (as specified in Attachment G – Sample UVBGSA Contract, paragraph 19).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the UVBGSA. Final payment to the Vendor will only be made when the UVBGSA finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the UVBGSA.

XVIII. LIST OF ATTACHMENTS

- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
- Attachment B – Proposal Checklist/Table of Contents
- Attachment C – Exceptions to RFP
- Attachment D – Letters of Reference
- Attachment E – Certificate of Non-collusion
- Attachment F – Proposal Evaluation Form
- Attachment G – Sample UVBGSA Contract

**ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)**

**UVBGSA
Administrative Services**

RFP No. UVBGSA 21-01

RFP No.	UVBGSA 21-01
RFP Issue Date:	November 22, 2021
RFP Submission Deadline:	January 4, 2022

Proposals must be enclosed in a sealed envelope or package, clearly marked "UVBGSA RFP No. 21-01", and delivered by 2:00 p.m. January 4, 2022 to: **UVBGSA, Attn: Amber Fisette, 340 Lake Mendocino Drive, Ukiah, CA 95482.**

Questions regarding this RFP should be directed to:

- Procedural & technical inquires: Amber Fisette
(707) 234-2838
fisettea@mendocinocounty.org

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name: _____ Date: _____

Representative: _____

Title: _____

Phone: _____

Address: _____ Fax: _____

Federal Tax ID No.: _____ Email: _____

RFP Contact Information (if different then above)

Contact Person: _____

Title: _____

Phone: _____ Fax: _____

Address: _____ Email: _____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

YES NO

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?

YES NO

3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the UVBGSA to pursue any remedy authorized by law, and shall include the right, at the option of the UVBGSA, of declaring any contract made as a result thereof to be void.

YES NO

4. Do you agree to provide the UVBGSA with any other information the UVBGSA determines is necessary for accurate determination of your qualifications to provide services?

YES NO

5. Do you agree that the proposal amount includes all costs incident to the proposed contract?

YES NO

6. The UVBGSA has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the UVBGSA, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?

YES NO

7. Do you agree to be an ePayable as described in Attachment G- Sample UVBGSA Contract?

YES NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____ (Printed name)
Signature: _____

Date: _____

**ATTACHMENT B
PROPOSAL CHECK LIST/TABLE OF CONTENTS**

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page No.
Signature Page, signed by authorized representative (RFP Attachment A)	
Proposal Check List/Table of Contents (RFP Attachment B)	
Executive Summary	
Scope of Services (in relation to providing services described in Section XI, Scope of Work)	
Company Background and Experience (including staff resumes)	
Proposal Cost Plan and Narrative	
Exceptions to the RFP (RFP Attachment C)	
Letters of Reference (minimum of two (2)) (RFP Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (RFP Attachment E)	
Insurance Coverage (Certificate of Insurance)	

**ATTACHMENT C
EXCEPTIONS TO RFP**

Company Name: _____

Representative: _____

Title: _____

Address: _____

Phone: _____ Email: _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

Authorized Representative: _____

(Printed name)

Signature: _____

Date: _____

**ATTACHMENT D
LETTERS OF REFERENCE**

Please list the references (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.	Dates Services Provided (From/Through)

**ATTACHMENT E
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

_____, 2022
Date

**ATTACHMENT F
 UVBGSA PROPOSAL EVALUATION FORM
 RFP No. UVBGSA 21-01
 Administrative Services**

Vendor Name: _____

Evaluated By: _____

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	

		Weight	*Rating Scale	Points Total
D.	Cost	20 points		
E.	Implementation Plan	20 points		
F.	Relevant Experience	30 points		
G.	References	10 points		
H.	Geographical Proximity	5 points		
I.	Overall Proposal	15 points		

Evaluation Total (Maximum 500)		
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Comments:

Scoring: (To be performed by the Executive Office/Purchasing Agent)

Weight X *Rating (per Scale) = Points Total

*Rating Scale: 5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable

**ATTACHMENT G – SAMPLE UVBGSA CONTRACT
UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY, hereinafter referred to as the “UVBGSA”, and _____, hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, pursuant to Article 5 Section 5.2.7 of the Joint Powers Agreement Forming the Ukiah Valley Basin Groundwater Sustainability Agency, the UVBGSA shall have the power to make and enter into contracts necessary to the full exercise of the Agency’s power; and,

WHEREAS, UVBGSA desires to obtain CONSULTANT for its [Services]; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to UVBGSA.

NOW, THEREFORE it is agreed that UVBGSA does hereby retain CONSULTANT to provide the services described in Exhibit “A”, and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”), and shall continue through _____, 20 .

The compensation payable to CONSULTANT hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF

UVBGSA

By: _____
GLENN MCGOURTY, Chair
BOARD OF DIRECTORS

Date: _____

UVBGSA FISCAL REVIEW:

By: _____

Date: _____

UVBGSA INSURANCE REVIEW:

By: _____

Date: _____

UVBGSA LEGAL COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____

Date: _____

CONSULTANT/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONSULTANT:

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the UVBGSA in any capacity whatsoever, and UVBGSA shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold UVBGSA harmless from any and all liability which UVBGSA may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of UVBGSA.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and UVBGSA laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of UVBGSA is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the UVBGSA agency concerned.

Notwithstanding the foregoing, if the UVBGSA determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, UVBGSA may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, indemnify, and hold harmless the UVBGSA, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of UVBGSA. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the UVBGSA maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from UVBGSA any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to UVBGSA certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold UVBGSA harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT'S failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify UVBGSA by telephone. CONSULTANT shall promptly submit to UVBGSA a written report, in such form as may be required by UVBGSA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of UVBGSA's equipment, tools, material, or staff were involved.
- c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the UVBGSA the opportunity to review and inspect such evidence, including the scene of the accident.

- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If UVBGSA over pays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to UVBGSA, or at UVBGSA's option, permit UVBGSA to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT claims or receives payment from UVBGSA for a service, reimbursement for which is later disallowed by UVBGSA, State of California or the United States Government, which disallowance is due to the actions or omissions of CONSULTANT, the CONSULTANT shall promptly refund the disallowance amount to UVBGSA upon request, or at its option UVBGSA may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to UVBGSA in a timely manner and consistent with the terms specified in Exhibit B. In no event shall UVBGSA be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.

8. **OWNERSHIP OF DOCUMENTS:** CONSULTANT hereby assigns the UVBGSA and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the UVBGSA, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by UVBGSA to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the UVBGSA and any assignee of the UVBGSA an express royalty – free license to retain and use said Documents and Materials. The UVBGSA's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The UVBGSA's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To UVBGSA: UVBGSA
 340 Lake Mendocino Drive
 Ukiah, CA 95482
 Attn: Chair of the Board of Directors

To CONSULTANT: [Name of Consultant]
 [Number and Street]
 [City, State, Zip Code]
 ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF UVBGSA PROPERTY: CONSULTANT shall not use UVBGSA property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:
CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONSULTANT shall, if requested to so do by the UVBGSA, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the UVBGSA, CONSULTANT shall provide the UVBGSA with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the UVBGSA's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any UVBGSA facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a UVBGSA facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the UVBGSA department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon UVBGSA's request, CONSULTANT shall file copies of same with the UVBGSA Executive Office.
- CONSULTANT represents and warrants to UVBGSA that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to the UVBGSA, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

disbursements charged to the UVBGSA, and shall furnish to the UVBGSA, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the UVBGSA may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with UVBGSA requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the UVBGSA, make such books and records available to the UVBGSA for inspection at a location within UVBGSA or CONSULTANT shall pay to the UVBGSA the reasonable, and necessary costs incurred by the UVBGSA in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The UVBGSA further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the UVBGSA, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the UVBGSA makes the final or last payment or within four (4) years after any pending issues between the UVBGSA and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to UVBGSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by UVBGSA), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the UVBGSA's last payment to CONSULTANT under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The UVBGSA has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any UVBGSA officer authorized to execute or amend the contract, the UVBGSA Chair of the Board of Directors, or any other person designated by the UVBGSA. In the event that the UVBGSA should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be

entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If UVBGSA should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, UVBGSA may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, UVBGSA shall remit payment for all products and services delivered to UVBGSA and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONSULTANT shall not use the name of UVBGSA, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of UVBGSA in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between UVBGSA and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the

event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the UVBGSA has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, UVBGSA may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to UVBGSA, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of UVBGSA's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the UVBGSA's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to UVBGSA, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to UVBGSA under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the UVBGSA relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the UVBGSA pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for UVBGSA the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH UVBGSA

Contractor shall cooperate with UVBGSA and UVBGSA staff in the performance of all work hereunder.

35. 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. UVBGSA 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 UVBGSA shall not operate as a waiver or release. If UVBGSA determines that any of Consultant's work is not in accordance with such level of competency and standard of care, UVBGSA, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with UVBGSA 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 paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONSULTANT shall provide the following services:

[END OF DEFINITION OF SERVICES]

EXHIBIT B
PAYMENT TERMS

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude UVBGSA from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONSULTANT shall furnish to UVBGSA certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

EPAYABLES INFORMATION

The UVBGSA is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the UVBGSA has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sg01vn000r_epayablesvendors--na