



CF/15-6.1-21 RFP (Agree for the Supply of Large Woody Debris for the Dry Creek Habitat Enhancement Project Phase IV) 20/21-036 (ID 7503)

**Sonoma County Water Agency**  
**Procurement of Large Woody Debris for**  
**Dry Creek Habitat Enhancement Project**  
**Request for Proposals (RFP)**

Sonoma County Water Agency (Sonoma Water) is pleased to invite you to respond to a Request for Proposal for “Procurement of Large Woody Debris for Dry Creek Habitat Enhancement.”

Proposals must be received no later than **2:00 p.m. on Wednesday, December 2, 2020.**

***A. Project Background and Description***

Sonoma Water is requesting proposals for large woody debris (LWD) to be used in Phase IV of the Dry Creek Habitat Enhancement Project (Project) located within a three-mile stretch of Dry Creek near Yoakim Bridge in Sonoma County. The Project is one component of the 2008 National Marine Fisheries Service’s (NMFS) Russian River Biological Opinion, which is a federally mandated 15-year blueprint to help save endangered fish and preserve Sonoma Water’s regional water supply. The habitat enhancements are intended to reduce water velocities for Coho salmon summer and winter rearing in Dry Creek.

The LWD consists of several types of materials needed for the Project. A total of up to 2,000 LWD units shall be delivered to the delivery site.

***B. Statement of Requirements - Services & Goods Required of Suppliers***

Suppliers will provide all labor, supplies and equipment necessary to secure entitlements, harvest (if necessary), transport, and off-load at Sonoma Water’s delivery sites 660 LWD units with root wads attached and 1340 LWD units without root wads attached, as further specified in Attachment A. Sonoma Water’s delivery site is located at Warm Springs Dam as shown on the map in Attachment B. All LWD units will be inspected by Sonoma Water for compliance with specifications prior to transport. Suppliers must coordinate such inspections with Sonoma Water staff. The timing of any delivery of acceptable LWD units must also be coordinated with Sonoma

Water staff. Suppliers must also obtain and transport LWD in compliance with applicable Federal, State, and local laws, regulations, rules, and orders.

The selected Supplier(s) will be required to submit and comply with all terms and conditions, including all insurance requirements, described in the attached Agreement (Attachment C). Securing the required insurance endorsements is a condition of award for any contract entered into pursuant to this RFP.

Because transport costs will be embedded in the LWD unit cost, LWD may be priced separately for different source(s).

### ***C. Local Preference***

It is Sonoma Water policy to promote employment and business opportunities for local residents and firms and give preference to local residents, workers, businesses, and consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

The Local Preference procedure to be followed is described in Attachment D.

To be considered as a Local Service Provider, the Local Business Declaration for Services form (Attachment E) must be submitted with the proposal.

### ***D. Living Wage***

If selected for a contract, Supplier(s) must 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 under the contract to be awarded pursuant to this RFP. Without limiting the generality of the foregoing, Supplier(s) submitting proposals expressly acknowledge and agree that any contract developed pursuant to this RFP 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 contract will be considered a material breach and may result in termination of the contract.

The Living Wage Ordinance can be found at: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

### ***E. Schedule***

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this RFP, which amendment shall be issued to all parties by Sonoma Water.

<u>Date</u>	<u>Event</u>
November 12, 2020	Release Request for Proposals
November 23, 2020	Deadline for Questions (See Section F)
November 25, 2020	Sonoma Water’s Responses to Questions Due
December 2, 2020	Proposals Due (See Section H)
January 2021	Proposals Evaluated by Sonoma Water
March 2021	Award Contract(s) <i>(subject to delay without notice to Suppliers)</i>

**F. Questions**

Suppliers will be required to submit any additional questions in writing before 5:00 p.m. on November 23, 2020, in order for staff to prepare written responses to all potential bidders. All questions will be answered in writing and all questions and answers will be shared with all potential bidders. Questions are best received when sent via e-mail directly to [Gretchen.Martinez@scwa.ca.gov](mailto:Gretchen.Martinez@scwa.ca.gov). Questions will not be accepted by phone. Any verbal communications by Sonoma Water staff shall not be binding on Sonoma Water and such communications shall in no way modify this RFP.

**G. Corrections and Addenda**

If a Supplier discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Supplier shall immediately write to the contact person shown below and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in known to be in receipt of this RFP.

**H. Proposal Submittal**

1. Form: Suppliers must submit one electronic copy and one signed original proposal. Submit proposals to:

Gretchen Martinez  
 Sonoma County Water Agency  
 404 Aviation Boulevard,  
 Santa Rosa, CA 95403  
[Gretchen.Martinez@scwa.ca.gov](mailto:Gretchen.Martinez@scwa.ca.gov)

In addition, submit proposals to the County of Sonoma Purchasing Department via the Supplier Portal by the deadline for submission and in accordance with Attachment F (Supplier Portal Registration Guide). For technical issues with the County of Sonoma

Supplier Portal, please contact the County of Sonoma Purchasing Department Supplier Desk at [supplier-desk@sonoma-county.org](mailto:supplier-desk@sonoma-county.org).

2. Due Date: Electronic proposals must be received no later than 2:00 p.m. on Wednesday, December 2, 2020.
3. Proposal Format and Contents: For ease of review and to facilitate evaluation, the proposals for this Project shall be submitted on the form provided in Attachment G (Proposal Form). Proposers may bid on all or only some of the LWD types. A bid will not be deemed non-responsive for failure to bid on all LWD types. If LWD are procured from different source(s) that affect the unit price, a proposer may attach additional proposal tables using the form provided.
4. Confidentiality:
  - a. Upon submission, proposals shall be treated as confidential documents until the selection process is completed. The selection process is deemed completed after completion of negotiations for an agreement, but before agreement execution. Once the selection process is completed, proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing the subject information. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Sonoma Water will consider a proposer's request for exemptions from disclosure; however, Sonoma Water will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
  - b. Sonoma Water will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposal. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that Sonoma Water does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
    - i. *[Legal name of proposer] shall indemnify, defend and hold harmless the Sonoma County Water Agency, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any*

*nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning, or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary, or otherwise not subject to disclosure as a public record.*

## **I. Selection Process**

1. All proposals received by the specified deadline will be reviewed by Sonoma Water for content.
2. In accordance with the procedures set forth in Paragraphs 3 and 4 of this section, Contracts will be recommended for award to the lowest responsive and responsible proposer(s) for each item specified, adjusted to account for any local preference that may attach to proposals received pursuant to Section C of this RFP. To be responsive, a proposer must complete all applicable portions of the Proposal Form(s) as instructed, including any requested supporting documentation, and proposals must meet specifications. The proposer must have the capability in all respects to perform the contract requirements. Proposers may bid on all or only some of the LWD types. A bid will not be deemed non-responsive for failure to bid on all LWD types.
3. Failure to meet the specifications set forth in this RFP may result in disqualification of the proposal. **Sonoma Water reserves the right to award contracts to multiple suppliers pursuant to this RFP in order to secure up to 2000 LWD units needed for the Project.** Thus, contracts may be awarded to the second lowest responsive and responsible proposer, and the third lowest responsive and responsible proposer, and so forth to fulfill desired quantities.
4. The attached Proposal Form solicits a price for several different LWD types. Sonoma Water will review and independently rank each price proposed for each of the different LWD types. Because a particular proposal may contain the lowest price for some but not all of the items proposed, Sonoma Water will treat each price proposed as severable from the remainder of the proposal in order to secure the lowest prices for each of LWD types desired. In this way, Sonoma Water may award a contract to a proposer for some, but not all, of the items proposed based on relative prices quoted in the various proposals received for the same material. Sonoma Water may also award a contract to a proposer for only a portion of the quantity proposed for any particular LWD type.
5. Sonoma Water may, during the selection process, request from any proposer additional information which Sonoma Water deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three business days to submit the information requested.
6. An error in a proposal may cause the rejection of that proposal. Sonoma Water may correct obvious clerical errors. Sonoma Water may also request clarification from a Supplier on any item in a proposal that Sonoma Water believes to be in error.
7. Sonoma Water reserves the right to select multiple Suppliers. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.

8. Generally, the firms selected by Sonoma Water will be recommended to the Board of Directors for this Project, but the Board is not bound to accept the recommendation or award the Project to the recommended firms.

***J. General Information***

1. The issuance of this solicitation does not constitute an award commitment on the part of Sonoma Water, and Sonoma Water shall not pay for costs incurred in the preparation or submission of proposals.
2. Sonoma Water reserves the right to reject any or all proposals or portions thereof if it determines that it is in the best interest of Sonoma Water to do so.
3. Sonoma Water reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. Such waiver shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Sonoma Water further reserves the right to award agreements to the proposer or proposers that, in Sonoma Water's judgment, best serve the needs of Sonoma Water.
4. Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Directors, or any employee of Sonoma Water, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may suffer the rejection of their proposal.
5. Duration of Proposal: All proposals will remain in effect and shall be legally binding for at least 180 days.
6. Withdrawal and Submission of Modified Proposal: A Supplier may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the Supplier or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

## Attachment A to RFP

### Large Woody Debris (LWD) Procurement Specifications

#### Specifications

Large Woody Debris (LWD) shall consist of Douglas Fir and Redwood logs with the following attributes:

1. Diameter at breast height (DBH) as indicted below as measured outside bark 1.4 meters above ground level at standing condition.
2. All twigs and branches removed from the trunk of logs to stubs no longer than two inches.
3. Allowable rot and decay: Consistent with the description of a “Special (Peelable) Cull – All Species” as described in the Log Scaling and Grading Bureau Handbook (January 1, 2011 edition). [http://www.nwlrug.com/official\\_Rules\\_Revised.pdf](http://www.nwlrug.com/official_Rules_Revised.pdf).
4. Free from damage, such as abrasion, splitting, fractures, crushing, shearing, or fire.
5. Legally harvested.
6. Maximum taper of 1.5 inches per 10 feet of the log length.
7. For LWD logs without root wads attached:
  - a. Trunk length: minimum of 30 feet and maximum of 35 feet (measured cut end to cut end), nominal of 32.5 with 30% between nominal and maximum.
  - b. DBH: minimum of 16 inches, maximum of 24 inches, nominal of 18 inches, and evenly distributed within the specified range.
8. For LWD logs with root wads attached:
  - a. Trunk length: minimum of 30 feet and maximum of 35 feet (measured from cut end to start of root wad flare and does not include root wad flare), nominal of 32 feet with 50% between nominal and maximum.
  - b. DBH: minimum of 16 inches, maximum of 24 inches, nominal of 18 inches and evenly distributed within the specified range.
  - c. Root wad consisting of stout roots, such that roots are a minimum of 2 inches in diameter, forming a root wad at least 4 feet in diameter.
  - d. Roots 2 inches diameter or larger shall not be cut.
  - e. Root wad intact even if it is greater than 4 feet in diameter.
  - f. Free of any loose soil or clumps of soil.
9. For LWD snags without root wads attached:
  - a. Trunk length of 20 feet (measured cut end to cut end).
  - b. DBH: minimum of 14 inches, maximum of 18 inches, nominal of 16 inches, and 80% of logs between nominal and maximum.

Suppliers shall provide all labor, supplies and equipment necessary to secure entitlements, harvest (if necessary), transport, and off-load LWD at Sonoma Water’s Delivery Site(s).

#### Source Quality Control:

1. Supplier shall provide Sonoma Water 72 hours advance notice, and directions to LWD source(s), for inspection of LWD by Sonoma Water.
2. Sonoma Water will inspect the LWD for compliance with specifications at the source prior to transport to Sonoma Water’s Delivery Site(s).

3. Sonoma Water will clearly mark LWD meeting the foregoing specifications.

Delivery and Handling:

1. Supplier shall provide Sonoma Water 72 hours advance notice of delivery of all LWD that has been inspected and accepted by Sonoma Water.
2. Supplier shall take care when handling log materials to minimize damage such as abrasion, splitting, crushing and shearing to the tree trunk and root wads. Root wads shall be maintained intact through handling and transportation from source to Delivery Site(s). Sonoma Water shall have no obligation to accept LWDs that have been damaged in supplier's handling or transport of the same.
3. Supplier shall off-load and stockpile LWDs as directed by Sonoma Water.





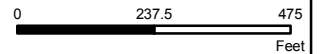
Turn East at Park Headquarters

LWD Delivery Site Location

T:\special projects\7351\_DryCreek\_Habitat\Proj\_Mile\_3\LWD-Site\_WarmSpr ad Heatburg Detail.mxd September 11, 2015



### LWD Delivery Site Location - Warm Springs Dam Dry Creek Habitat Enhancement Project



## Attachment C to RFP

### Sample Agreement

SONOMA COUNTY WATER AGENCY  
STANDARD TERMS AND CONDITIONS

AGREEMENT BETWEEN SONOMA COUNTY WATER AGENCY ("Sonoma Water")  
AND [REDACTED] ("Supplier")  
FOR THE SUPPLY OF LARGE WOODY DEBRIS (LWD) FOR THE  
DRY CREEK HABITAT ENHANCEMENT PROJECT

#### 1. Statement of Goods and Services.

1.1 Subject to all terms and conditions provided herein, Supplier agrees to sell, transfer, and convey to Sonoma Water, and Sonoma Water agrees to purchase Large Woody Debris (LWD), as defined by the attached specifications, in the quantity and at the price specified in Section 2.1. The price includes all labor, supplies, materials, fuel, equipment, permits, fees, taxes, insurance, and incidental costs and expenditures necessary to secure entitlements, harvest (if necessary), transport, and off-load the quantity agreed to herein. Delivery of goods shall be completed as described below:

1.1.1 Year 1. Deliver 25% of each LWD type by April 30, 2021. Deliver remaining 75% of each LWD type by June 15, 2021.

1.1.2 Year 2. Deliver 25% of each LWD type by March 30, 2022. Deliver remaining 75% of each LWD type by May 30, 2022.

#### 2. Payment Terms.

2.1 Quantity and Price. No changes in price, quantity or merchandise will be recognized by Sonoma Water without written notice of acceptance thereof by the General Manager prior to the shipment of goods or installation of the materials or performance of services. No charge will be allowed for packing, boxing, or cartage, except when otherwise specified in this contract. Sonoma Water is exempt from the payment of federal excise tax. Therefore federal excise tax shall not be included in the price of the goods.

	LWD Type	Source	Species	Quantity		Price per Unit	Total
				2021	2022		
A:	30-35 foot length with root wad attached (16"-24" diameter)		Douglas Fir or Redwood				
B:	20 foot length without root wad attached (14"-18" diameter)		Douglas Fir or Redwood				
C:	20 foot length without root wad attached (14"-18" diameter)		Redwood				
D:	30-35 foot length without root wad attached (16"-24" diameter)		Douglas Fir				

The total cost for all LWD to be provided under this Agreement shall not exceed \$                     .

2.2 Cash Discounts. In connection with any cash discount specified in this contract, time will be computed from the date of completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received if the latter date is later than the date of delivery and/or performance. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing of Sonoma Water warrant or check.

2.3 Invoices. Upon submission of itemized invoices in duplicate, payment shall be made of the prices stipulated herein for goods or materials delivered or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries or services may be made whenever amounts due so warrant or when requested by the Supplier and approved by the General Manager.

2.4 As used in this contract, the terms "merchandise," "goods," or "materials," shall mean the Product(s) identified in the Specifications.

### ***3. Requirements Concerning Goods.***

#### **3.1 Shipment.**

3.1.1 Delivery. Supplier shall deliver the goods in accordance with the delivery schedule set forth in this contract. If the time for delivery is stated as a number of days, it shall mean calendar days. Goods will not be accepted if shipped C.O.D. Title to the goods purchased hereunder shall pass to Sonoma Water at the F.O.B. point designated on the face hereof, subject to Sonoma Water's right to reject the goods.

3.1.2 Inspection. Sonoma Water shall have the right to inspect the goods prior to shipment, acceptance, and payment. Notwithstanding anything stated to the contrary herein, if on inspection, Sonoma Water determines that the goods do not conform to the contract requirements, Sonoma Water shall have the right to reject the materials at the source.

3.1.3 Risk of Loss. The risk of loss of the goods shall not pass to Sonoma Water until Sonoma Water actually receives and accepts the goods from Supplier.

3.2 Force Majeure. Supplier shall not be liable for any delay or failure to deliver any or all of the goods if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any Act of God. Sonoma Water shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for Sonoma Water to receive the goods. When either Supplier or Sonoma Water claims an excuse for nonperformance under this paragraph, it must give reasonable notice to the other party.

### ***4. Performance of Services.***

4.1 Standard of Care. Supplier 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 Supplier's trade or profession. Supplier hereby warrants that all its work will be performed 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 Supplier's work by Sonoma Water shall not operate as a waiver or release.

4.2 Assigned Personnel. Supplier shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Supplier to perform work hereunder, Supplier shall remove such person or persons immediately upon receiving written notice from Sonoma Water.

4.3 Completion. Supplier shall perform the services described in this contract within the time or dates set forth herein.

4.4. Insurance. With respect to performance of Work under this contract, Supplier 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.

4.4.1. Workers Compensation and Employers Liability Insurance

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

If Supplier currently has no employees, Supplier agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

4.4.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than 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.
- c. Supplier shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by Sonoma Water. Supplier is responsible for any deductible or self-insured retention.
- d. Coverage shall be continued for one (1) year after delivery of product(s).
- e. Sonoma County Water Agency shall be additional insureds for liability arising out of its distribution of Supplier's products (ISO endorsement CG 20 15 – "Additional Insured/Vendors" – or equivalent). Additional insured status shall continue for (1) year after delivery of product(s).
- f. The insurance provided to Sonoma Water, et al. as additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- g. 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).
- h. The policy shall cover inter-insured suits between Sonoma Water and Supplier and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

4.4.3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.

- b. Coverage shall apply to all owned, hired and non-owned vehicles.
  - c. Required Evidence of Coverage:
    - i. Certificate of Insurance.
- 4.4.4. Standards for Insurance Companies  
Insurers shall have an A.M. Best's rating of at least A:VII.
- 4.4.5. Documentation
- a. The Certificate of Insurance must include the following reference: TW [REDACTED].
  - b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Supplier agrees to maintain current Evidence of Coverage on file with Sonoma Water for the required period of insurance.
  - c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, its officers, agents, and employees, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
  - d. Required Evidence of Coverage 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. Supplier 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.
- 4.4.6. Policy Obligations  
Supplier's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 4.4.7. Material Breach  
If Supplier fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Supplier resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance coverage, and without further notice to Supplier, Sonoma Water may deduct from sums due to Supplier any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.
- 4.5. Representations and Covenants of Supplier.
- 4.5.1 Status of Supplier. The parties intend that Supplier, 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. Supplier is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this contract, Supplier expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

4.5.2 Taxes. Supplier agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this contract 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.

4.5.3 Records Maintenance. Supplier shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this contract and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Supplier shall maintain such records for a period of three (3) years following completion of the work hereunder.

4.5.4 Termination. At any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this contract by giving five (5) calendar days written notice to Supplier. In the event of such termination, Supplier shall only be entitled to payment for those goods that have been delivered and accepted by Sonoma Water or services satisfactorily rendered through the date of termination. Sonoma Water's General Manager is authorized to terminate this contract pursuant to this Section.

4.5.5 Title to Goods, Infringement. Supplier warrants that it has good and legal title to the goods and that they are not subject to a security interest, lien, or other encumbrance. The Supplier shall hold Sonoma Water, its officers, agents, servants and employees, harmless from liability of any nature or kind because of the unauthorized or illegal procurement of goods furnished or used under this contract, and agrees to defend, at Supplier's sole expense, any and all actions brought against Sonoma Water or the Supplier because of the unauthorized or illegal procurement or use of such goods.

4.5.6 *Statutory Compliance/Living Wage Ordinance*. Supplier 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, Supplier expressly acknowledges and agrees that this 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 Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

## **5. Warranty.**

5.1 Warranty For Goods. Supplier warrants to Sonoma Water and/or Sonoma Water customers that any and all goods covered by this contract will be legally procured, conform to the drawings, specifications, samples, description and time provisions furnished by Sonoma Water and will be of first-class material and workmanship and free from defect. In the event of a defect, malfunction, or failure of the goods to conform with this warranty, Sonoma Water shall have the right to reject the material at the source. Sonoma Water shall also have the right to reject material delivered which has not been inspected, marked as meeting the specifications, and tagged as such at the source.

5.2 Warranty for Services. Supplier warrants to Sonoma Water that any and all materials furnished under this contract will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Supplier's services shall constitute an acceptance of services not done in accordance with this contract or relieve Supplier of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of Sonoma Water,

Supplier shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting there from. Sonoma Water shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the Supplier. In the event Sonoma Water elects to have said work performed by the Supplier, the Supplier agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from Sonoma Water; however, in no event shall such period exceed fifteen (15) calendar days. If the Supplier shall fail or refuse to comply with its obligations under this section, Sonoma Water shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

#### ***6. Indemnification.***

Supplier agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release Sonoma Water, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Supplier, arising out of or in connection with the performance of Supplier hereunder, whether or not there is concurrent negligence on the part of Sonoma Water, but excluding liability due to the sole active negligence or sole willful misconduct of Sonoma Water. 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 Supplier or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Supplier shall be liable to Sonoma Water for any loss or damage to Sonoma Water property arising from or in connection with Supplier's performance hereunder.

#### ***7. Remedies.***

In the event of a default hereunder by the Supplier, Sonoma Water may pursue any one or more of the following remedies:

7.1 Sonoma Water's Right to Cover. In the event any item furnished by the Supplier in the performance of this contract should fail to conform to the specifications therefore, or to the same submitted by the Supplier with its proposal, Sonoma Water may reject the same, and require the Supplier to reclaim and remove the same forthwith, without expense to Sonoma Water, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the Supplier fail, neglect or refuse so to do Sonoma Water shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Supplier the difference between the prices named in the contract and the actual cost thereof to Sonoma Water. In the event the Supplier shall fail to make prompt delivery, as specified of any item, the same conditions as to the rights of Sonoma Water to purchase in the open market and to reimbursement set forth above shall apply. Cost of inspection of deliveries which do not meet specifications will be for the account of the Supplier.

7.2. Sonoma Water's Right to Terminate this Contract. Every tender of goods must fully comply with all provisions of this contract and nothing in this contract shall be construed as restricting or limiting Sonoma Water's right to demand exact performance with respect to each and every installment delivery. Sonoma Water shall have the right to treat any nonconforming installment shipment as a breach of the entire contract and terminate the contract for any such breach. If Sonoma Water pursues this remedy, Supplier shall not have the right to substitute a conforming tender, whether or not the nonconforming delivery may be seasonably cured.

7.3 Sonoma Water's Right to Incidental Damages. Sonoma Water shall be entitled to recover incidental damages as provided for in the Uniform Commercial Code.

7.4 Remedies Not Exclusive: The rights and remedies of Sonoma Water provided hereunder shall not be exclusive and are in addition to any other rights and remedies provided by the law or under this contract.

#### **8. Nondiscrimination.**

Supplier shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. In addition, Supplier agrees to comply with the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment and services because of AIDS or HIV infection during the term of this contract and any extensions of the term. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.

#### **9. General Provisions.**

9.1 Assignment. No right or interest in this contract may be assigned by Supplier without the written permission of Sonoma Water, and no delegation of any obligation owed by Supplier may be made without the written permission of Sonoma Water. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

9.2 No Waiver of Breach. The failure of Sonoma Water to object to the manner of performance of any of the terms of this contract shall not be considered a waiver of any rights or remedies, past, present, or future. The failure of Sonoma Water to object to a nonconforming performance shall not be construed as an acceptance of or acquiescence in the performance. Sonoma Water reserves the right to insist upon strict compliance with this contract at all times.

9.3 Applicable Law and Forum. This contract shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this contract or for the breach thereof shall be brought and tried in the County of Sonoma.

9.4 Merger; Modifications. The parties intend this writing to be the final expression of their agreement and it is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even when the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No modification of this contract shall be effective unless and until such modification is evidenced by a writing signed by the Supplier and the General Manager. In the event of a conflict between these standard terms and conditions and any additional terms and conditions, the provisions of these standard terms and conditions shall prevail over an identified conflicting provision of these standard terms and conditions.

9.5 Construction. To the fullest extent allowed by law, the provisions of this contract 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 contract 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.

9.6 Term. This contract shall remain in effect until terminated by Sonoma Water or for 2 years after the date of its execution, whichever is earlier.



Reviewed as to funds:

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative Services

Reviewed as to form:

By: \_\_\_\_\_  
[Name], Deputy County Counsel

[name of Supplier]

By: \_\_\_\_\_  
[name of person authorized to sign]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Insurance Documentation is on file with Sonoma  
Water

\_\_\_\_\_  
(Date)

**Sonoma County Water Agency**

By: \_\_\_\_\_  
Grant Davis  
General Manager, Sonoma County Water  
Agency  
Authorized per Sonoma County Water  
Agency's Board of Directors' Action on  
\_\_\_\_\_ (date)

Date: \_\_\_\_\_

## **Attachment D to RFP**

### **Local Preference Procedure**

The locality of a proposer shall be included as an evaluation criterion in RFPs as follows.

As noted in Section I (Selection Process) of the RFP letter, contracts will be recommended for award to the lowest responsive and responsible proposal for each LWD type and Sonoma Water reserves the right to award contracts to multiple suppliers. If the lowest responsive and responsible proposal does not guarantee sufficient quantities for Sonoma Water's Project, Sonoma Water may also award a contract to the second lowest responsive and responsible proposer and so forth to fulfill desired quantities. In each case, the selection procedure applies on an item by item basis (i.e. individually to each of four possible LWD types).

The Local Preference procedure shall apply only in the event that:

1. The proposer who would be recommended for award of the final contract (to satisfy Sonoma Water's desired quantity) is not a Local Service Provider (Proposer A), and
2. The next lowest responsive and responsible proposal is from a Local Service Provider (Proposer B) and is within 5% of Proposer A, the non-local proposer.

Sonoma Water will provide Proposer B an opportunity to reduce its price to match the price offered by Proposer A. Proposer B shall have three business days after the date of such notice to match the price of Proposer A in writing. Should the Proposer B so match, it will receive an award. Should Proposer B decline to match, Sonoma Water can proceed to the next Local Service Provider that is within 5% of Proposer A. This process shall continue as necessary until desired quantity will be satisfied. If there aren't any remaining Local Service Providers within 5% of Proposer A, or if the list of such proposers is exhausted through this process, Sonoma Water may fulfill the remaining quantity desired from Proposer A. In the event that Proposer B's proposal does not provide a sufficient quantity, resulting in the need for additional contract award(s), Sonoma Water may continue this process to satisfy the Sonoma Water's desired quantity.

In conducting this procedure, notice by Sonoma Water shall be by telephone and either facsimile or electronic mail.



COUNTY OF SONOMA

GENERAL SERVICES PURCHASING DIVISION

2300 COUNTY CENTER DRIVE, SUITE A208  
SANTA ROSA, CALIFORNIA 95403  
(707) 565-2433 Fax: (707) 565-6107

DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma Local Preference Policy for Services.

In order to qualify for this preference, a business must meet *all* of the following criteria:

1. For businesses with a location in a city within Sonoma County, a valid business license if required by the city; and
2. A valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day basis.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as set forth in the County of Sonoma Local Preference Policy for Goods.

All information submitted is subject to investigation as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will cause the rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: \_\_\_\_\_
2. Physical address of the principal place of business.

\_\_\_\_\_  
\_\_\_\_\_

3. Business license issued by incorporated city within the County:

License Number \_\_\_\_\_ Issued by: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

## Attachment F to RFP



# COUNTY OF SONOMA

## Supplier Portal Registration Guide

The County of Sonoma posts new bidding opportunities on its **Supplier Portal**. Suppliers must register in order to login to the Supplier Portal and view or bid on solicitations.

The Supplier Portal allows Suppliers to:

- Access solicitation information 24/7 (excluding maintenance periods)
- Manage Company and User information in a self-service account
- Manage NIGP commodity/product codes
- Receive emailed notifications regarding new bidding opportunities
- View and bid on solicitations
- Review purchase orders, invoices, and payments

Organizations which have not done business with the County should register as a **Bidder**. Organizations which have received payment from the County for goods and/or services should register as a **Supplier**.

### To register as a Bidder:

- Have your Taxpayer ID number or SSN on hand.
- Navigate to the [Supplier Portal](#). We recommend you open the [Bidder Registration Instructions](#) in a new window, or print to use during registration.
- Click “Register as a Bidder” and follow the Bidder Registration Instructions. Be sure to review and choose appropriate commodity category codes.

### To register as a Supplier:

- Have your Taxpayer ID or Social Security Number on hand, along with your current Supplier ID number. If your Supplier ID number is not available, please email the [Supplier Desk](#).
- Navigate to the [Supplier Portal](#). We recommend you open the [Supplier Registration Instructions](#) in a new window, or print to use during registration.
- Click “Create New User Accounts” and follow the Supplier Registration Instructions. Be sure to review and select appropriate commodity category codes.

**If you experience technical issues during registration, email the [Supplier Desk](#) for prompt assistance. Please include a screenshot of the issue if possible.**

Rev. C  
Revised 4/12/19

## Attachment G to RFP

### Proposal Form

#### Organizational Information:

Firm/Company Name:	
Type of Organization: (corporation, partnership, individual, joint venture, etc.)	
Contact Name:	
Address:	
City, State, Zip Code:	
Phone:	
Fax:	
Email:	

#### Instructions:

1. Cost: Unit price per LWD (whether Douglas Fir or Redwood and as specified in Attachment A) includes all labor, supplies, materials, fuel, equipment, permits, fees, taxes, insurance and incidental costs and expenditures necessary to secure entitlements, harvest (if necessary), transport, and off-load the quantity of material quoted below. Sonoma Water is exempt from the payment of federal excise tax. Therefore federal excise tax shall not be included in the price quoted.
2. Scope: Proposers may bid on all or only some of the LWD types. A bid will not be deemed non-responsive for failure to bid on all LWD types.
3. Multiple Bids: If LWD are procured from different sources that affect the unit price, a proposer may attach additional proposal tables using Table A, attached.

For delivery to Warm Springs Dam site:

	LWD Type	Quantity Needed		Source	Species	Quantity		Price per Unit
		2021	2022			2021	2022	
A:	30 - 35 foot length with root wad attached (16"-24" diameter)	490	170		Douglas Fir <i>or</i> Redwood			
B:	20 foot length without root wad attached (14"-18" diameter)	380	150		Douglas Fir <i>or</i> Redwood			
C:	20 foot length without root wad attached (14"-18" diameter)	240	110		Redwood			
D:	30 – 35 foot length without root wad attached (16"-24" diameter)	350	110		Douglas Fir			

Subcontractors:

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform, calculated by the percent of the overall bid price. For example, if proposer is quoting \$1 per unit for 100 units total, and proposer will be subcontracting \$10 of the

scope of work to subcontractor A, proposer would indicate 10% of the work is to be subcontracted to subcontractor A. For licensed trades, proposers shall indicate the subcontractor's license number.

Subcontractor Name	Work to be performed	% Overall Scope of Work by Bid Price

Warranties:

The proposer warrants that the LWD to be provided will be obtained and transported in compliance with all applicable Federal, State and local laws, regulations, rules, and orders.

Any person executing this proposal on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this proposal on behalf of the proposer.

---

Signature

Date

---

Title

## Proposal Form

**Table A**  
(Additional LWD Source(s))

Firm/Company Name:	
--------------------	--

For delivery to Warm Springs Dam site:

	LWD Type	Quantity Needed		Source	Species	Quantity		Price per Unit
		2021	2022			2021	2022	
A:	30 - 35 foot length with root wad attached (16"-24" diameter)	490	170		Douglas Fir <i>or</i> Redwood			
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D:	30 – 35 foot length without root wad attached (16"-24" diameter)	350	110		Douglas Fir			