

ATTACHMENT A

AGREEMENT

AGREEMENT NO. _____
(Agreement for On-Call Biological Consulting Services)

This Agreement (“Agreement”) is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California (“County”), and Estep Environmental Consulting, a Sole Proprietorship (“Contractor”), jointly referred to as the “Parties” herein.

WITNESSETH

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as biological consulting; and

WHEREAS, the County desires to obtain a consultant to provide biological consulting services as they are needed; and

WHEREAS, the County circulated and distributed a Request for Qualifications on February 22, 2022, for qualified consultants to provide these services (RFQ #FINARFQKK2206), an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to provide the desired services, an excerpt of which is attached as Exhibit B; and

WHEREAS, the Contractor was determined to be the best evaluated proposer; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County; and

WHEREAS, the County reserves the right to approve the Contractor’s project manager and any requested personnel and subcontractor changes during the course of each project; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the Parties agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the following services in accordance with Exhibits A and B, and in a manner satisfactory to the Director of Community Services or his/her written designee ("Director"): as-needed, on-call Biological Consulting services. These services include the following tasks:

- i. Preparation of Biological Resources Assessments
- ii. Planning-level surveys
- iii. Pre-construction surveys
- iv. Construction monitoring
- v. Assistance with the development of CEQA documents
- vi. Assistance with permit applications

B. Contractor will provide all facilities, equipment, personnel, labor, and materials necessary to provide the foregoing services in accordance with this Agreement.

C. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

- Exhibit A: RFQ Excerpt
- Exhibit B: Proposal Excerpt

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

D. The Director may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Paragraph II of this Agreement.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated according to the hourly rates set forth in the Contractor's proposal, for Contractor and its subconsultants, as included in Exhibit B. Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed Three Hundred Thousand dollars (\$300,000). In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

B. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth herein. The compensation set forth above includes reimbursement for all expenses incurred by Contractor in the performance of this Agreement.

III. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner satisfactory to the Director, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing the service, and an itemization of the actual expenses for which reimbursement is requested. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

IV. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in

this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VI. RECORDS, ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of

Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

VIII. TERM AND TERMINATION

A. The term of this Agreement shall be from **July 1, 2022**, through **June 30, 2025**, unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 30 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the

Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

IX. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

X. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that

provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XI. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

C. Any subcontractor agrees to be bound to the Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. All subcontractors must further agree to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

XII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate

b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor’s insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor’s liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work Contractor will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this Agreement. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIII. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XIV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Estep Environmental Consulting
Attn: James A. Estep
3202 Spinning Rod Way
Sacramento, CA 95833
Jim.Estep@comcast.net

County: County of Yolo
Department of Community Services
Attn: Manager of Natural Resources
292 West Beamer Street
Woodland, CA 95695
NaturalResources@yolocounty.org

B. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XV. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of

Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVI. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

XVII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such

records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XVIII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services

required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XIX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XX. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXI. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing

this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

C.

1. By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

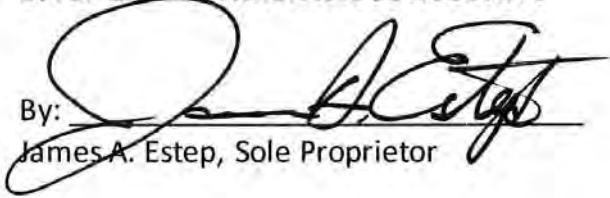
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;
 - d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f. Will included a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
 4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

XXV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

ESTEP ENVIRONMENTAL CONSULTING

By: 
James A. Estep, Sole Proprietor

Date: 6-14-22

COUNTY OF YOLO

By: _____
Angel Barajas, Chair
Yolo County Board of Supervisors

Date: _____

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: 
Eric May, Senior Deputy County Counsel

EXHIBIT A

REQUEST FOR QUALIFICATIONS EXCERPT

Notice of Request for Statement of Qualifications

for the

**Yolo County Administrator's Office
Natural Resources Division**



**TO PROVIDE AS-NEEDED, ON-CALL
BIOLOGICAL CONSULTING SERVICES**

Statement of Qualifications Due:
**Friday, March 25, 2022
4:00 p.m.**

Yolo County Procurement Division
625 Court Street, Room 103
Woodland, CA 95695

RFQ Coordinator: Karen Kawelmacher
(530) 666-8073
Karen.Kawelmacher@yolocounty.org

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE

The Yolo County Administrator's Office (Natural Resources Division) requesting proposals from qualified consultants to provide as-needed, on-call biological consulting services for Yolo County per the Scope of Work as outlined in this RFQ.

B. SYNONYMOUS TERMS

1. As used throughout this proposal and its attachments, the following terms are synonymous:
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer

2. "The County" refers to the County of Yolo, California.

C. SCOPE OF WORK

1. GENERAL DESCRIPTION:

The County of Yolo is seeking to obtain a consultant to provide the following services on an as-needed, on-call basis:

- a. BIOLOGICAL CONSULTING SERVICES

2. TECHNICAL SPECIFICATIONS:

- a. Project tasks shall include, but are not limited to, the following:
 - i. Preparation of Biological Resources Assessments
 - ii. Planning-level surveys
 - iii. Pre-construction surveys
 - iv. Construction monitoring
 - v. Assistance with the development of CEQA documents and permit applications

- b. Vendor Minimum Work Requirements
 - i. Selected consultant will be issued an "as-needed" contract for a period of three years. As projects arise within the County, consultant will be contacted to quote specific jobs.

- c. Vendor Minimum Requirements
 - i. Vendor shall have a minimum of five (5) years' experience performing the services required in this RFQ.
 - ii. Vendor shall be on the Qualified Biologists list held by the Yolo Habitat Conservation Plan/Natural Communities Conservation Plan (Yolo HCP/NCCP).

3. AWARDED CONTRACTOR REQUIREMENT:

The successful awarded contractor must supply all insurance requirements as required in Attachment A – Yolo County Insurance Requirements.

4. CONTRACT TERM:

Contractor agrees to provide awarded items and/or services as specified in the RFQ document for a period of three (3) years. Hourly rates shall remain firm for the term.

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in Section II – RFQ Schedule of Events. Proposers shall respond to the written RFQ and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

E. SUBMITTING PROPOSALS

The required method of submitting your SOQ is electronically through BidSync. It is the sole responsibility of the applicant to ensure their SOQ reaches BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1-800-990-9339 for vendor support. Submittals received that are incomplete for any reason, shall not be accepted.644

F. ADDENDA

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFQ will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

SECTION II. RFQ SCHEDULE OF EVENTS

The following RFQ Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of date for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders to check for any RFQ document updates, changes, or answers posted on the BidSync website. Failure to periodically check the website will be at the Bidder's sole risk.

EVENT	DATE & TIME
County Issues RFQ	February 22, 2022
Deadline for Written Comments Posted on BidSync	March 11, 2022 @ 4:00 p.m.
County Issues Responses to Written Comments	March 18, 2022
Statement of Qualifications Due	March 25, 2022 @ 4:00 p.m.
County Completes Evaluations	April 15, 2022
Anticipated Contract Start Date	May 1, 2022

SECTION III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFQ COORDINATOR

The following RFQ Coordinator shall be the main point of contact for this RFQ:

Karen Kawelmacher
(530) 666-8073
Karen.Kawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THIS RFQ

Questions concerning the RFQ should be submitted in writing online at www.bidsync.com in the questions and answers section of the solicitation. Any oral communications shall be considered unofficial and non-binding on the County.

Any irregularities or lack of clarity in the RFQ should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in response to this RFQ. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFQ, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Exhibit "A" before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFQ is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFQ AMENDMENT AND CANCELATION

The County reserves the unilateral right to amend this RFQ in writing at any time. The County also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFQ and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQ in its entirety.

Any proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFQ and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the proposer from full

compliance with the RFQ. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFQ.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked “Exempt from CPRA.” Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA.”

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria	Maximum Points
Qualifications and Experience	60
Responsibility/Demonstrated Competence	10
Customer References	20
Quality and Completeness of Submitted Proposal	10
Total Points:	100

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final negotiations. Any such terms and conditions shall be within the scope of the RFQ and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

SECTION IV. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. REQUIRED PROPOSAL SUBMITTALS

All Proposers are required to submit the following information. Failure to include required submittals may be cause for rejection of your proposal.

Exhibit A – Transmittal Letter

A cover letter signed by an official authorized to solicit business and enter into contracts for the Proposer. This cover letter should include the name, address, email address, and phone number for the contact person.

Exhibit B – Qualifications and Experience

1. A description summarizing the Proposer's training (i.e., specific course work, workshops, certifications, or other relevant education and training) that is applicable to the services required by their RFQ applicable to the services required by this RFQ.
2. A description of the Proposer's years and types of experience, including the number and types of surveys conducted as the lead biologist.
3. A description of the permits held by the Proposer, including species covered, permit number, and expiration date of permit. Please provide a copy of each permit.
4. A copy of the Proposer's current resume or curriculum vitae.
5. A statement verifying that the Proposer is on the Yolo HCP/NCCP's qualified biologist list.

6. A statement identifying the Proposer's ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to elected officials and/or the general public.
7. A brief description of the Proposer's experience and history in meeting tight project deadlines.
8. A brief description of the Proposer's ability to control project budgets.

Exhibit C – References

Provide references from three (3) different clients. Include the name, email address, and telephone number for a contact person from each reference. In addition, provide a brief explanation of the services provided for the client.

Exhibit D – Fee Proposal

Vendor shall provide a list of rates which shall be inclusive of all costs associated with work likely to be assigned to the firm related to tasks states in this RFQ, including but not limited to personnel, administrative overhead, printing costs, attendance at meetings, travel, etc.

Exhibit E – Responsibility/Demonstrated Competence

Provide answers in your response to each of the following questions:

1. Have you ever defaulted on a contract? If yes, where and why?
2. Has your firm ever been suspended or debarred by any government agency? If yes, please explain.
3. In the last five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration?

Exhibit F – Non-Collusion and Non-Conflict of Interest Statement

Proposer shall complete the provided Non-Collusion and Non-Conflict of Interest Statement.

Exhibit G – Execution & Exceptions to Sample Agreement

A statement that the Sample Agreement has been reviewed and a list of any exceptions or changes which are requested prior to execution of the Agreement. No requests will be considered other than those presented in the proposal. All the insurance requirements detailed in the Sample Agreement must be met including Comprehensive General Liability, Automobile Liability, Professional Liability Insurance and Worker's Compensation. The contractor must

maintain all of the listed minimum coverages for these insurances throughout the duration of this contract. Worker's Compensation insurance can be waived by using an exclusionary clause of any employees or subcontractors doing work under this contract.

Include the following statement in your proposal: "[YOUR NAME] has reviewed Yolo County's 'Sample Agreement' and will maintain the required insurance throughout the duration of the contract."

Review the Insurance Requirements (Attachment A) and Sample Agreement (Attachment B) and submit all necessary paperwork listed under these requirements with the proposal (this includes proof of insurance and professional certification documents). To be considered for review for this RFQ, proof of insurance must be provided with your document submittal showing that you currently carry the necessary insurance coverage and have the necessary insurance limits as detailed in the Service Contract Insurance Requirements. Within 14 days of award of contract, the accord document shall be provided addressing these required coverages including endorsements stating, "Yolo County, its officers, agents, employees, and volunteers are fully included as additional insureds with respect to services performed by named insured."

At the time of contract award, the contractor and Yolo County will enter into an agreement for consultant services using the Sample Agreement as the template. The Sample Agreement does not constitute the final phrasing of the final contract to be negotiated between Yolo County and the contractor.

Exhibit H – Signature Page

Proposer shall complete the provided Signature Page.

B. PROPOSAL FORMAT AND CONTENT

The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content. Proposal responses shall be no more than 15 pages excluding resumes.

The format and content of the proposal are as follows:

1. If provided, use any forms included in the Exhibits, as well as the requirements listed above. All other pages are to be single-spaced typed pages with one-inch margins.
2. Identify the Exhibit Category of the proposal, proposal number, and Proposer name on every page submitted.
3. All pages must be numbered sequentially.

SECTION V. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFQ Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFQ by the County.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFQ with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not-to-exceed six (6) months.

I. PRICE ESCALATION

Contractor agrees to provide awarded items and/or services as specified in the RFQ document for a period of three years. Hourly rates shall remain firm for the three (3) year term.

J. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order, or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered, and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for

substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

M. TERMINATION FOR CONVENIENCE

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFQ, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

Q. PROTESTS

The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1. Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFQ Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFQ Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
- g. The party filing an "award" protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest;
- h. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of Financial Services
625 Court St., Ste. 103
Woodland, CA 95695-3490

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP/IFB Protest and shall constitute a failure to exhaust administrative remedies.

In all cases, the first level of review of any protest shall be conducted by the respective Department issuing the solicitation.

However, should a protester disagree with the conclusion of the Department Head, the Bidder/Offeror may submit a formal written request by e-mail or hard copy and received within five (5) working days from the date of the first determination made by the Department Head for further review to the County Administrator's Office (CAO). No facsimiles will be accepted. The CAO decision shall be final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

2. Protest of RFQ Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided in writing by e-mail or hard copy directly to the RFQ Coordinator prior to the closing date and time of the designated “question and answer period” of the proposal noted above in the Section II. Schedule of Events Chart, item #3 Deadline for Written Comments Posted on BidSync. No facsimiles will be accepted.

Notice must be clearly marked “**Notice of Protest of Specifications/Requirements/Terms & Conditions**”. No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3. Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFQ. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received by the RFQ Coordinator within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked “**Notice of Disagreement**” and shall be received by e-mail or hard copy. No facsimiles will be accepted. Companies who fail to do so forfeit all rights in the protest process. It is at the county’s discretion at the department level to make final determinations for all disqualified protests.

4. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than five (5) working days after the notice of the proposed contract award to the respective Department Head. Contact information for the Department Head is as follows: (Department Head name, address, e-mail.) Notice must be clearly marked “**Notice of Protest of Award of Contract**” and may be received by e-mail or hard copy. No facsimiles will be accepted. A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

*THE SUPPORTING MATERIALS FOR 'EXHIBIT A' ARE ON FILE
WITH THE COUNTY'S PROCUREMENT DEPARTMENT*

EXHIBIT B

PROPOSAL EXCERPT

Estep Environmental Consulting
Solicitation FINARFQKK2206



**Statement of Qualifications and Experience
Biological Consultant Services
for Yolo County Administrator's Office
Natural Resources Division**

Prepared for:

Yolo County Community Services Department
292 West Beamer Street
Woodland, CA 95695
Contact: Karen Kawelmacher
(530) 666-8073
Karen.kawelmacher@yolocounty.org

Prepared by:

Estep Environmental Consulting
3202 Spinning Rod Way
Sacramento, CA 95833
Contact: James A. Estep
916-921-2515
jim.estep@comcast.net

March 20, 2022

Estep Environmental Consulting
Solicitation FINARFQKK2206

Exhibit A



Karen Kawelmacher
Yolo County Community Services Department
292 West Beamer Street
Woodland, CA 95695

March 20, 2022

Subject: Statement of Qualifications responding to RFQ #FINARFQKK2206 – On-call
Biological Consulting Services

Dear Ms. Kawelmacher,

I am pleased to submit this Statement of Qualifications in response to RFQ # FINARFQKK2206 – On-call Biological Consulting Services for the Yolo County Administrator’s Office Natural Resources Division. Although I have many years of experience conducting biological studies and assessments on a variety of projects, including management and coordination roles, in my current role as a biological consultant and sole proprietor of Estep Environmental Consulting, my intention is to submit this SOQ for purposes of assisting the Natural Resources Division with biological issues – assessments, surveys, CEQA sections, and CEQA and permitting tasks – specific to their operations and functions.

I am currently under contract with Yolo County to perform on-call CEQA consulting services and appreciate the opportunity to also be included on the county’s list of authorized consultants to assist the Natural Resources Divisions with their specific needs.

Thank you for the opportunity.

Sincerely,

A handwritten signature in black ink that reads "James A. Estep". The signature is fluid and cursive, with the first name being particularly prominent.

James A. Estep

3202 Spinning Rod Way, Sacramento CA
916-921-2515 Office; 916-607-8695 Cell
jim.estep@comcast.net

Estep Environmental Consulting
Solicitation FINARFQKK2206

Exhibit B. Qualifications and Experience

Overview and Biography

Estep Environmental Consulting is a sole proprietorship of James A. (Jim) Estep and a certified small business (DGS #1729179), based in Sacramento, California.

Estep Environmental Consulting
3202 Spinning Rod Way
Sacramento, CA 95833
916-921-2515 – Office
916-607-8695 – Cell
jim.estep@comcast.net

Estep Environmental Consulting specializes in the following areas of environmental compliance and review and natural resources planning:

- Biological surveys and assessments
- Surveys for threatened, endangered and other special-status species
- Section 7 consultations and agency coordination
- Biological/construction/mitigation compliance monitoring
- Environmental permit compliance
- CEQA/NEPA documents and sections
- Constraints analyses
- Impact assessment and mitigation strategies
- Natural resource and wildlife management plans
- Habitat conservation plans

Clients include:

- City and county planning and natural resource departments
- State and federal resource and land management agencies
- Water and reclamation districts
- Renewable and non-renewable energy providers and developers
- Communications industry
- Mining industry
- Transportation industry
- Community development companies and organizations
- Land trust and conservation organizations
- Mitigation banking organizations
- Multi-disciplinary environmental consulting firms

With over 30 years as an environmental professional and consulting biologist, I specialize in resource conservation and wildlife management planning; CEQA and NEPA compliance; biological resource assessments; endangered species surveys, impact assessments, and

Estep Environmental Consulting
Solicitation FINARFQKK2206

consultations with state and federal resource agencies; mitigation planning and compliance; wildlife management techniques; and field study design. I work on projects focusing on natural resources and wildlife management planning for a variety of clients and industries, including energy, transportation, communications, and community planning and development clients; state and federal resource and land management agencies; local agencies; and private land and resource conservancies. I manage biological resource assessment projects and prepares mitigation, monitoring, and conservation plans for sensitive habitats and special-status wildlife species. I assess project impacts on wildlife populations, design field studies, and conduct surveys for threatened and endangered species throughout California, Oregon, and Nevada. I have a broad range of experience working with local, state, and federal agencies, private organizations, and research groups.

From 1989 to 2005, I worked at the environmental consulting firm of Jones & Stokes Associates in Sacramento serving as an Associate Principal, Senior Wildlife Biologist, and Team Leader of the Natural Resources Team. In this capacity, I was responsible for a broad range of biological services, management, staff development, business development, and corporate duties. From 1984 to 1989, I worked as a biologist in the Sacramento Headquarters office of the California Department of Fish and Game.

My undergraduate degree is in Wildlife and Fisheries Biology from the University of California, Davis, and graduate work from California State University, Sacramento, where my education focused on a broad range of coursework and laboratory work integrated with field studies and applied ecology. My work with CDFG focused on study design, conducting surveys for threatened and endangered species, and research. As a consultant with Jones & Stokes Associates and later as an independent consultant, I applied my biological field skills to natural resource and wildlife management planning, impact assessment, and regulatory processes.

Understanding and Approach

The Yolo County Natural Resources Division intends to select a qualified consultant to perform and provide biological services that support their function of providing leadership in the stewardship of the natural resources of Yolo County while maintaining a balance between economic and environmental factors. The Natural Resources Division focuses to large extent on flood control and mining and reclamation, which means much of their work focuses on rivers and streams and the biological resources they support. This requires coordination through and compliance with the California Environmental Quality Act (CEQA), the Yolo Habitat Conservation Plan/Natural Resources Conservation Plan, and other state and federal planning and permitting processes. To support these functions, the RFQ indicates the need for consulting biologists to have experience in the following areas:

- Preparation of biological resources assessments
- Planning-level surveys
- Pre-construction surveys
- Construction monitoring
- Assistance with the development of CEQA documents and permit applications

Estep Environmental Consulting
Solicitation FINARFQKK2206

Through my previous work with Jones & Stokes Associates and over the last 16 years as an independent biological consultant, I have worked with Yolo County and all of the cities in Yolo County on many projects, either through direct contract with the county or its cities, or through other entities, such as landowners, farmers, other local or state agencies, conservation organizations, energy and communication companies, or as a subconsultant to larger consulting firms. My ongoing work with the county, particularly with the Yolo Habitat Conservancy and the Natural Resources Division, has further expanded my experience in the key areas identified in this RFQ.

Relevant Project and Survey Experience

I have conducted biological surveys and assessments, prepared CEQA sections, and permitting and monitoring tasks on hundreds of individual projects as a biological consultant. I have knowledge and experience with every special-status wildlife species in the Sacramento Valley and have logged thousands of survey hours conducting occurrence surveys and species and habitat assessments. I have been the lead biologist on at least 200 individual projects and survey efforts involving special-status species known to occur in Yolo County, including the 12 species covered by the Yolo HCP/NCCP. Conducting numerous surveys and assessments for specific Yolo County projects and conducting county-wide surveys for Yolo County and independent research, I have visited every corner of Yolo County from the Delta to Blue Ridge. My research with the state-threatened Swainson's hawk in Yolo County, a species that occurs throughout the lowland areas of the county and is addressed through CEQA or agency consultation in virtually all projects and activities on the valley floor, is now in its 35th season.

Much of my relevant experience is focused in Yolo County. Selected relevant experience specific to Yolo County is included on my resume' (Attachment A).

Activities Relevant to CEQA

As a biological consultant I have prepared or participated in hundreds of CEQA assessments since the late 1980s. My experience ranges from conducting broad natural resource assessments, wildlife and plant surveys, protocol surveys for listed and other special-status species, conducting impact assessments, developing mitigation strategies, preparing IS/MNDs and environmental impact reports, and coordination with local, state, and federal agencies including the preparation of incidental take permits, and other permitting processes.

Activities Relevant to the Yolo HCP/NCCP

I am certified by the Yolo Habitat Conservancy (on the qualified list of biologists) to conduct planning level surveys and survey and assessments all of the Covered Species. Note, however, that I do not currently hold handling permits for California tiger salamander or giant garter snake, both covered species under the HCP/NCCP. Permits are required in the relatively rare event that animal capture and relocation is necessary. I also have experience preparing application and reporting materials for HCP/NCCP compliance. Having participated in the development of the HCP/NCCP and currently involved with its implementation, I also have in-depth knowledge of the operational aspects of the plan and how it relates to individual projects.

Estep Environmental Consulting
Solicitation FINARFQKK2206

Permits and Certifications

Estep Environmental Consulting is a Certified Small Business with the California Department of General Services. CERT ID: 1729719.

Jim is a certified biologist for the Yolo Habitat Conservancy. He is certified to conduct planning level surveys and conduct surveys and assessments for all 12 species covered under the Yolo HCP/NCCP.

Jim is also a master bird bander who has held a permit to capture and band raptors, including special-status species since the 1990s. Federal Master Bander Permit No. 22872. This permit is currently in an inactive status as recommended by the Federal Bird Banding Laboratory due to recent banding inactivity, and is re-activated as needed.

Jim has also held a California Department of Fish and Game Scientific Collecting Permit (#SC-781) for many years. This permit is also currently in an inactive status, but will be re-activated as needed or required.

Meeting Deadlines and Controlling Project Budgets

As a biological consultant, keeping to schedules, meeting deadlines, responsiveness, and controlling budgets are key components to successful projects and relationships with clients. I have a long history, both as a project manager of a larger consulting firm and as an independent biological consultant, of ensuring that these important components are met on all projects.

In my experience as an independent consultant and having undertaken numerous projects, survey efforts, and resource assessments, I have always met project schedules and deadlines and have always been within budgets. My work products have always been submitted to meet deadlines and I have always been available to present my work to clients or public meetings. This includes my work in Yolo County, where I have consistently met schedules, deadlines, and maintained budget controls on all projects; and have been highly responsive to requests from clients.

Exhibit C. References

Stephanie Cormier

Principal Planner

Yolo County Department of Community Services

530.666.8041

www.yolocounty.org

Stephanie is a Principal Planner for Yolo County Department of Community Services who has been the county lead on several projects for which Jim has participated. She has direct knowledge of work products, expertise, responsiveness, and adherence to budgets.

Estep Environmental Consulting
Solicitation FINARFQKK2206

Susan Sanders, Ph.D.
Senior Wildlife Biologist/Project Manager
AECOM Environmental
916.266.4921
Susan.Sanders@aecom.com

Susan is a Senior Wildlife Biologist and Project Manager at AECOM. I have worked with Susan on many projects over the years, most recently with wind energy/bird interactions in Solano County. She has direct knowledge of work products, expertise, responsiveness, and adherence to budgets.

Tara Collins
Senior Ecologist
Madrone Environmental
916.390.5148
taralynnecollins@gmail.com

Until very recently, Tara was a Senior Ecologist at Westervelt, Inc. Tara was the lead and my direct contact on several WES restoration projects. Tara is currently a senior ecologist with Madrone Environmental. She has direct knowledge of my work products, expertise, responsiveness, and adherence to budgets.

Exhibit D. Fee Proposal

The following provides standard rates for Estep Environmental Consulting and a summary of typical tasks and proportion of cost associated with each.

Rates

As a local sole proprietor, my rates are limited to my standard billing rate and milage. Standard hourly billing rate of Jim Estep as of January 1, 2022 is \$140.00. The standard federal rate is used for mileage expense. My standard billing rate applies to all activities, including field work, report preparation, meetings, administration, and travel. There are no office material or supplies, printing, or travel or other per diem costs. All potential project-related equipment or supply expenses (e.g., stakes, exclusion fencing) are billed at cost.

Exhibit E. Responsibility/Demonstrated Competence

This section provides responses to several questions regarding contract default, contract suspension, claims, or other or other client-related conflicts, and potential conflicts of interest.

1. Have you ever defaulted on a contract? If yes, where and why

Estep Environmental Consulting has never defaulted on a contract.

2. Has you firm ever been suspended or debarred by any government agency? If yes,

Estep Environmental Consulting
Solicitation FINARFQKK2206

please explain.

Estep Environmental Consulting has never been suspended or debarred by any government agency.

3. In the past five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration?

There has never been a claim against Estep Environmental Consulting.

EXHIBIT F

NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT
(FINARFQKK2206)
On-Call Biological Consulting Services RFQ

I, James A. Estep, am the
(name)

Owner/Sole Proprietor of Estep Environmental Consulting
(Position Title) (Company)

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

03/20/2022
(Date)


(Signature)

EXHIBIT G – EXCEPTIONS

**On-Call Biological Consulting Services RFQ
(FINARFQKK2206)**

Exceptions to Insurance and Contract Terms and Conditions

All County RFQ requirements by section, subsection or numbered item for which Vendor has stated “Read and do not comply” are considered exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Vendor should write “No Exceptions” under the “Requirement(s) Section Number and Text” for Exception in row number 1.

Exception Number	Requirement(s) Section Number and Text	Describe the Nature of the Exception and Explain how Vendor’s Response Still Meets the RFP Requirements
1.	No Exceptions	
2	Insurance Documents Attached as ATTACHMENT B	
3		
4		
5		

County of Yolo
SIGNATURE PAGE
On-Call Biological Consulting Services RFQ
(FINARFQKK2206)

Exhibit H

Solicitation Name: On-Call Biological Consulting Services (FINARFQKK2206)

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Estep Environmental Consulting
 Company Name

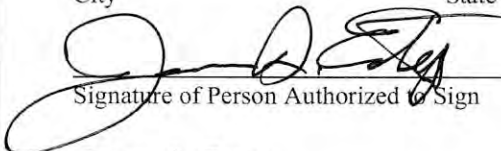
Name: James A. Estep

3202 Spinning Rod Way
 Address

Title: Owner/Sole Proprietor

Sacramento CA 95833
 City State Zip

Phone: (916) 921-2515


 Signature of Person Authorized to Sign

Fax: _____

James A. Estep
 Printed Name

Email: jim.estep@comcast.net

Owner/Sole Proprietor
 Title

03/20/2022
 Date

*THE ATTACHMENTS TO 'EXHIBIT B' ARE ON FILE
WITH THE COUNTY'S PROCUREMENT DEPARTMENT*