



1350 Bennett Valley Road  
Santa Rosa, CA 95404  
p: (707) 545-4200  
f: (707) 573-9342  
sonomacountyfair.com

Date: February 22, 2023

To: Interested Weed Control Service Companies

From: Isaac Gentry  
Fairgrounds Superintendent  
Sonoma County Event Center at the Fairgrounds

Re: Proposals to Provide Weed Control Services.  
May 1, 2023 – April 30, 2026

## REQUEST FOR PROPOSAL

The Sonoma County Event Center at the Fairgrounds (hereinafter referred to as “Corporation”) is seeking proposals from all interested and qualified parties to enter into a 3-year (Three) Service Agreement to provide **Weed Control Services** for the Sonoma County Event Center at the Fairgrounds. The Agreement will commence May 1, 2023.

To receive the specifications for submitting your Proposal for our consideration, please contact **Isaac.Gentry@sonoma-county.org** for the RFP. This RFP will be available on Wednesday February 22, 2023. All proposals will be carefully reviewed and the awarding of a Service Agreement will be done in the interest of the event-going public based on the Proposer’s experience, qualifications, financial benefit to the Corporation and other factors.

Sealed Proposals must be received at the Corporation’s Administration Office, at 1350 Bennett Valley Road, Santa Rosa, CA 95404, no later than 12:00 p.m. on **Thursday, March 16, 2023**. Proposals received later than 12:00 p.m. on **Thursday, March 16, 2023**, will not be accepted. All proposals must be clearly marked “WEED CONTROL SERVICES, 2023-2026 PROPOSAL, DO NOT OPEN”.

Questions regarding the content of this RFP will not be answered by phone. Questions will be answered in accordance with specifications of the RFP. The deadline for the last day to submit questions will be on **Monday, March 13, 2023 before 12:00 p.m.**

At the Fairgrounds:

Golf Course

RV Park

Jockey Club

Wine Country Racing

Fair Foundation

**REQUEST FOR PROPOSAL**

**2023-2025 Weed Control Services**

**May 1, 2023– April 30, 2026**

**For the**

**SONOMA COUNTY EVENT CENTER AT THE FAIRGROUNDS**

**Date Issued: February 22, 2023**

**Isaac Gentry  
Sonoma County Event Center at the Fairgrounds  
1350 Bennett Valley Road  
Santa Rosa, CA 95404  
707-545-4200  
Isaac.Gentry@sonoma-county.org**

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### Attached Forms/Policies:

- Attachment #1 Proposer’s Information and Status Form
- Attachment #2 Financial Proposal Bid Form
- Attachment #3 Proposer Affidavit

### Attached Exhibits

- Exhibit A – Example of Proposed Agreement
- Exhibit B – Schedule of Dates for Submissions and Processing
- Exhibit C - Score Card
- Exhibit D – Proposer Checklist
- Exhibit E - Sonoma County Event Center at the Fairgrounds Insurance Requirements

**PART I**  
**DEFINITIONS**

<b><u>CORPORATION:</u></b>	Refers to the Sonoma County Event Center at the Fairgrounds a non-profit corporation charged with the management of the Sonoma County Event Center at the Fairgrounds facility and promoter of the annual Sonoma County Fair.
<b><u>CEO:</u></b>	Refers to the Chief Executive Officer of the Corporation.
<b><u>SUPERINTENDENT:</u></b>	Refers to the Maintenance Superintendent
<b><u>RFP:</u></b>	Request for Proposal.
<b><u>PROPOSER:</u></b>	The individual, company, or organization submitting the Proposal.
<b><u>RESPONSIVE:</u></b>	Proposals that meet the criteria outlined in the RFP.
<b><u>RESPONSIBLE BIDDER:</u></b>	Proposer who has the capability in all respects to perform fully the agreement requirements and the integrity and reliability to assure good faith performance.
<b><u>CONTRACTOR</u></b>	The organization awarded an agreement as a result of this RFP process.
<b><u>FACILITIES:</u></b>	Various parts of the premises of the Sonoma County Event Center at the Fairgrounds as described in this RFP.

**PART II**  
**GENERAL INFORMATION & RULES**

A. **REQUEST FOR PROPOSALS (RFP)**

**The Corporation, in releasing this RFP, intends to award an agreement for a period of three (3) years, for the provision of Weed Control Services for the Corporation. The term of the service agreement will begin May 1, 2023, through April 30, 2026.**

B. **PROPOSER RESPONSIBILITY**

Corporation shall not pay for costs Proposers may incur in the preparation or submission of Proposals. Please read all RFP documents carefully as the Corporation shall not be responsible for errors or omissions by either party. Also, please be sure to thoroughly review your final submission as reviewers will not make interpretations, detect or correct errors in calculations.

C. **PROPOSAL DUE DATE**

**Proposals shall be submitted to the Corporation's Administration Office, no later than 12:00 p.m. on Thursday, March 16, 2023.** The CEO will be responsible for determination if a Proposal is received on time. That decision will be final and no further consideration of late, incomplete, or improperly submitted Proposals will be given.

D. **DELIVERY OF PROPOSALS**

Proposers must submit one (1) original and three (3) identical numbered copies of each Proposal in a sealed package marked as follows:

WEED CONTROL SERVICES 2023-2026 PROPOSAL  
Do Not Open – Sealed Proposal  
Sonoma County Event Center at the Fairgrounds  
1350 Bennett Valley Road  
Santa Rosa, CA 95404  
Attention: Stacey Lapham

The original must be marked "Original" on its front page or cover and must contain all original signatures required to bind the submitting entity and, if Proposer is a corporation, the appropriate corporate seal.

All Proposals must be submitted on 8½" x 11" paper.

Proposals shall be submitted by hand delivery, or other courier service with proof of delivery. Facsimile or email transmissions will not be accepted.

All timely Proposals will be binding for 90 days from submittal or until an agreement is awarded, whichever is earlier. By submitting a Proposal, the Proposer agrees to be bound thereby if its Proposal is accepted by the Corporation.

E. PROPOSAL AMENDMENT

Any Proposer may submit an amended Proposal on or before the date and time specified for receipt of Proposals. Such amended Proposal must be a complete replacement for a previously submitted Proposal and must be clearly identified as such in the transmittal letter accompanying such amendment. Corporation staff will not collate or assemble additional materials submitted by Proposer.

F. PROPOSAL WITHDRAWAL

Any Proposer may withdraw a Proposal by written notice delivered to the CEO on or before the due date and time specified for receipt of Proposals. Such withdrawal request must be received in writing by the CEO before the deadline set for the receipt of Proposals. After this date and time, no Proposer may withdraw its Proposal except with the consent of the Corporation. Corrections to errors made by the Proposer in the Proposal will not be accepted after submission of the Proposal or timely submission of an amended Proposal.

G. CORPORATION'S RIGHTS RESERVED

Corporation expressly reserves the right to further consider, accept, or reject all Proposals; request additional information; request clarification of information submitted; cancel or modify, in part or in its entirety, this RFP; request new Proposals; issue a new request for Proposals; waive inconsequential deviations from the RFP's requirements; and negotiate an agreement with any Proposer. Corporation shall be the sole judge of inconsequential deviations from the RFP's requirements. The agreement, if any is awarded, shall be awarded by the Corporation to the Proposer that, in Corporation's judgment, best meets the requirements as specified in this RFP package.

Responsibility and qualifications of each Proposer are to be determined from the information furnished by the Proposer in the Proposal documents and from other sources determined to be valid by the Corporation. Award will not be made until after such investigations as are deemed necessary are made regarding the experience and financial responsibility of the Proposer. By submitting its qualifications and Proposal, each Proposer agrees to permit such investigation. Issuance of this RFP shall not be construed as a commitment by Corporation to issue an agreement.

The Corporation, at its sole discretion, shall select the Proposer that it determines will provide the best service to the Corporation and the community. The submission of a Proposal by any Proposer does not in any way commit the Corporation to enter into an agreement with that Proposer, or any other Proposer.

Any and all agreements arising out of Proposal submitted hereunder (including any negotiations that follow) shall not be binding on the Corporation, its officers, employees, or agents, unless duly executed by the Corporation in accordance with applicable laws and procedures.

The Corporation reserves the right to verify any reference disclosed in this Proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification.

H. AGREEMENT

A sample of the proposed agreement is attached as Exhibit A. The successful Proposer will be required to execute an agreement substantially in the same form as attached, with the exception that elements of the Proposers' Proposals, as finally negotiated and approved by the Corporation, will be included in the final executed agreement.

I. SCHEDULE

See Exhibit B for a schedule of dates for submission and processing of Proposals. Please note that dates are subject to change.

J. QUESTIONS

Verbal communication with the Corporation's officers and employees concerning the RFP shall not be binding on the Corporation and shall in no way excuse the Proposer of obligations as set forth in the RFP. The Corporation will not be responsible for any oral instructions given with regard to the completion and submission of any Proposal or any information which is not contained in this RFP or any future addenda to this document.

Inquiries concerning this RFP must be submitted by email to [stacey.lapham@sonoma-county.org](mailto:stacey.lapham@sonoma-county.org) no later than **12:00 p.m. Monday, March 13, 2023**. Phone calls will not be accepted.

Timely submitted written questions as to the technical requirements of this RFP will be answered by a written addendum issued by the Corporation to all Proposers who submitted a timely Proposal. Only questions concerning the technical requirements of this RFP will be answered.

K. ADDENDA

The Corporation may modify the RFP prior to the date set for submission of final Proposals by issuance of a written addendum to all parties who requested an RFP. Addenda will be numbered. Any addenda so issued are to be considered a part of this RFP document.

L. DEFINITIONS APPLICABLE TO PROPOSALS RECEIVED

The Corporation has established certain requirements with respect to the Proposals to be submitted by prospective Proposers. The use of "shall," "must" or "will" indicates a mandatory requirement or condition. Failure to include such mandatory requirements or conditions may result in the disqualification of a Proposal. The words "should" or "may" indicate a desirable attribute or condition but are permissive in nature and may affect the score the Proposal receives.

M. DISPOSITION OF PROPOSALS

All materials submitted in response to the RFP will become the property of the Corporation. Materials may be returned only at the Corporation's option and at the Proposer's expense. One copy of the Proposal shall be retained for official Corporation files.

N. CONFIDENTIALITY OF PROPOSALS

All information, documents, records, or similar materials submitted to Corporation in response to this RFP and subsequent documents deemed necessary by the Corporation, will become, and remain irrevocably the exclusive property of the Corporation. All information received from Proposers will be considered confidential during the review process. When the Evaluation Committee completes its review, the Committee will recommend selection or other action to the Fair Board. This recommendation will be made public by issuance of a Notice of Intent to Award. It is the policy of the Corporation, that upon Committee selection, or other action, all materials submitted to the Corporation in response to any Request for Proposals are public records subject to the disclosure requirements of the California Public Records Act. The Corporation assumes no obligation or liability for the protection of proprietary information.

If a Proposer wishes to protect from disclosure any materials submitted in response to this request for Proposals, said Proposer must segregate and clearly identify such materials as trade secrets or proprietary information. An assertion by a Proposer that the entire Proposal, or large portions, is confidential or proprietary will not be honored. The Proposal must make adequate references to the segregated material so that the Evaluation Committee can easily refer to and consider such material in its evaluation.

If any information or materials in any Proposal submitted are labeled confidential or proprietary, the Proposal shall include the following clause:

"[Legal name of Proposer] shall indemnify, defend and hold harmless the Sonoma County Fair and Exposition, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that [legal name of Proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record."

O. LOBBYING PROHIBITED.

Any party submitting a Proposal or a party representing a Proposer shall not influence or attempt to influence any member of the Evaluation Committee, any member of the Fair Board, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a Proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to disqualification.



P. CONFLICT OF INTEREST

By submitting a Proposal, a Proposer warrants and covenants that no official or employee of neither the Corporation nor any business entity in which an official or employee of the Corporation is interested:

1. Has been employed or retained to solicit or aid in the procuring of this Agreement;
2. Will be employed in the performance of this agreement without the immediate divulgence of such fact to the Corporation. In the event the Corporation determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of the Corporation, Proposer, upon request of the Corporation, shall terminate such employment immediately. For breaches or violations of this paragraph, the Corporation shall have the right both to annul this Agreement without liability and, at its discretion, to recover the full amount of any such compensation paid to such official, employee or business entity.

Q. COOPERATION WITH CORPORATION

Proposers agree to furnish to Corporation such information as may be requested which relates to the services Proposers provide.

**PART III**  
**STATEMENT OF WORK TO BE PERFORMED**

- A) **GENERAL SERVICES:** Contractor to provide pre-emergent weed control and post –emergent weed control (if needed) at the Sonoma County Fairgrounds as stated in this RFP, or upon request from the Superintendent of the Sonoma County Fairgrounds or his designee. **ALL AREAS WILL BE POSTED BY CONTRACTOR AS AREAS TREATED WITH HERBICIDES.** Expected work to be performed is as follows:

**Main Fairgrounds Lot:**

1. Outside of main perimeter fence: the dirt areas between the fence and the road edge or curb along Brookwood Ave., Aston Ave., Hendley St., and Bennett Valley Rd.
2. Redwood Theater parking lot: the dirt area between the fence and the curb along Bennett Valley Rd. and Brookwood Ave. and the two dirt slopped areas on the north and south sides of Redwood Theater.
3. Founders Grove: the dirt area under the trees only.
4. Chris Beck Arena: all dirt areas north, south, and east of the arena excluding the natural drain from under Brookwood Ave.
5. Barns A through EE: the dirt area inside the fence and the dirt area between the fence and the interior road on the west side of the barns.
6. Barns H and H-1: the dirt area bounded by interior roads (three sides) and the arena on north side, the dirt strip on the east side of the arena between the road and the fence.
7. Lyttle Cow Palace: the dirt area to the south that is used as a staging and wash area, excluded is the planter areas.
8. Receiving Barn, Jockey Quarters, Barns I, J, K, L and Racing Secretary Building: the dirt area around them, between the race track and the east side road and from the Paddock to the road just south of Racing Secretary Building. Excludes any turf, planter areas and Paddock.
9. Lot between Maintenance shop area and Barn M.
10. Barns M thru Z-4: the dirt area around them and the ditch area running along the north side, and below the landscaped area above the ditch.
11. Race track: between the outside rail on the dirt track to the fence on the north and west sides, the dirt area between the inside rail of the dirt track and the outside rail of the turf track. Excluded are any landscaped areas.
12. Riding Club Building: the dirt areas on the west, north and south sides. Excluded are any landscaped areas.
13. Maintenance facilities: all dirt areas to the north, south, east, and west bounded by the roads.

**Barns Z-5 thru Z-15 Lot:**

14. The dirt area inside the perimeter fences.
15. Between the perimeter fence and the road edge on north and east sides and along the ditch on the south side.

**RV Parking Lot:**

16. A band 10 feet wide inside the perimeter fence lines only. The area between the west fence and the neighbor's backyard fences.
17. Outside the perimeter fence between the fence and the road edge along Aston Ave. and also from Aston Ave to the first house on Meda Ave. Excluded are any landscaped areas.

**4H Lot:**

18. A band 10 feet wide inside the perimeter fence lines.
19. Between the perimeter fence and the road edge on the west, north and east sides.
20. The small dirt mound from the Hall of Flowers exhibit by the west gate.

**Brookwood Ave. Lot:**

21. The parking Lot of the Little League Field.
22. A band 10 feet wide outside of Little League outfield fence.
23. The dirt area between the fence and the edge of the road on Brookwood Ave., Bennett Valley Rd. and Gordon Ln.
24. A band 10 feet wide inside the perimeter fence lines excluding the landscaped "sustainable storm water solutions area".
25. The dirt area around the Jockey Club satellite dishes and the tree areas north and east of the Jockey Club.
26. The ditch running east to west just north of the Little League Field
27. The dirt area running from the north gate west to Brookwood Ave. and the parking area of the parking department storage lot in the north corner.
28. The hillside along the west side of the Car Mart Lot.

Excluded Areas: as mentioned in the above items 1 thru 28, inside any arenas, any turf areas, any planters, or any landscaped areas not specifically mentioned above.

**Terms and Conditions:**

1. First application needs to be completed by June 30, 2023.
2. Contractor needs to coordinate dates with Superintendent because of events that may be going on in the period of time.
3. Contractor needs to guarantee to the fair to kill all existing weeds and to prevent the growth of all annual grasses for the term of a year from the date of application. In the event any grasses appear in the treated areas during that time Contractor will re-spray at no additional charge upon notification by Superintendent or his designee.
4. Contractor needs to provide a clear description of all chemicals to be applied prior to application and provide MSDS sheets to the Sonoma County Fairgrounds Superintendent's Office.
5. Contractor must provide their own equipment needed to fulfill the contract.

**PART IV**  
**GENERAL AGREEMENT PROVISIONS**

A. **TERM OF SERVICE**

The service agreement shall begin on May 1, 2023 and end on April 30, 2026. The awarded Agreement is subject to annual evaluation of Contractor's performance and the Contractor's ability to successfully meet all Agreement requirements.

B. **INDEMNIFICATION AND LIABILITY**

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

C. **INDEPENDENT CAPACITY**

The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers and employees or agents of the Corporation.

D. **INSURANCE REQUIREMENTS**

Contractor shall furnish to the Corporation a certificate of insurance and proper policy endorsements as required in Exhibit E.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow discrimination, or harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, or other protected status. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Contractor, by signing this Agreement, assures the Corporation that it complies with the Americans with Disabilities Act ("ADA") of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. Contractor further agrees that it will continue to comply with the ADA during the performance of this agreement.

F. CONFLICT OF INTEREST

Contractor warrants and covenants that no official or employee of the Corporation nor any business entity in which an official or employee of the Corporation is interested: 1) has been employed, retained to solicit or aid in the procuring of this agreement; 2) will be employed in the performance of this agreement without the immediate divulgence of such fact to the Corporation. In the event the Corporation determines that the employment of any such official, employee, or business entity is not compatible with such official's or employee's duties as an official or employee of the Corporation, Contractor, upon request of the Corporation, shall terminate such employment immediately. For breaches or violations of this paragraph, the Corporation shall have the right both to annul this agreement without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

G. DRUG-FREE WORKPLACE CERTIFICATION

By signing the agreement, Contractor certifies compliance with Government Code in matters relating to providing a drug-free workplace, and agrees to abide by and implement all of its statutory obligations.

H. COMPLIANCE WITH LAWS

Corporation shall observe and comply promptly with all federal, state and county statutes and ordinances and with all rules, regulations, directives and orders of appropriate governmental agencies, such as statutes, ordinances, rules, regulations, directives, and orders now existing or may hereafter provide concerning the use and safety of the Premises.

I. ATTORNEYS' FEES

In the event the Corporation or Contractor shall bring any action or proceeding for damages for an alleged breach of any provision of this Agreement, to recover rents, or to enforce to establish any right or remedy of either party, the prevailing party shall be entitled to recover as a party of such action or proceeding, reasonable attorneys' fees and court costs.

J. FINAL EXPRESSION OF AGREEMENT

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

K. TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of every provision of this Agreement in which time or performance is a factor.

L. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of the Agreement.

M. TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement upon giving the other party not less than thirty (30) calendar day's written notice.
2. In the event of termination of this Agreement by either party, the Corporation shall within fifteen (15) calendar days of termination pay the Contractor for all services rendered by the Contractor up to the date of termination, in accordance with the payment terms of this Agreement.

N. CAPTIONS

The section headings of this Agreement are inserted only as a matter of convenience and in no way define, limit, affect, or describe the scope of this Agreement or any provisions hereof.

**PART V**  
**FORMAT AND CONTENT REQUIREMENTS**

This section prescribes the mandatory Proposal format and the approach for the development and presentation of Proposal data. Proposal format instruction must be adhered to, all questions must be answered, and all requested data must be supplied. Failure to prepare Proposals in the following required format may result in disqualification. A Proposer Checklist is provided as Exhibit D to assist with this compliance.

**A. COVER LETTER**

Each Proposal must include a cover letter on Proposer's letterhead signed by a person authorized to bind the Proposer and containing the following statement:

"By submitting this Proposal, I certify that I have read and understand all terms, conditions, and requirements and instructions concerning the Sonoma County Fair and Exposition's Request for Proposals for Weed Control Services that I have had an opportunity to review the same with my legal counsel."

**B. PROPOSER'S INFORMATION AND STATUS FORM**

Each Proposal must contain a signed and completed Proposer's Information and Status Form, as provided in Attachment #1.

**C. STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

1. Describe Proposer's experience in Weed Control Services to commercial clients over the past five (5) years. Provide proof of any Licenses, certifications and registrations required for this type of business.
2. References from commercial clients are optional. All references must include the company name, address, telephone number, point of contact, description of services provided, and duration of service.
3. List of Proposer's key staff. Briefly describe the experience and qualifications of each. Be able to provide proof of current applicators license.
4. A brief description of any litigation brought against Proposer in the past five (5) years.
5. A brief description of any contracts terminated for cause by a party contracting with Proposer, including an explanation of the circumstances of the termination.

D. FINANCIAL PROPOSAL BID FORM

Each Proposal must contain the following information:

1. A signed and completed Financial Bid Form (Attachment #2). **“Must be submitted in a separate envelope marked “Financial Bid – DO NOT OPEN.”**

E. INSURANCE

Describe Proposer’s ability to provide the required insurance coverage. Insurance documents are not required at this time but the ability to provide proper insurance needs to be included. (See Exhibit E)

F. PROPOSER AFFIDAVIT

Proposers must submit a completed Proposer Affidavit as provided in Attachment #3. **Failure to submit a properly executed Affidavit will result in disqualification of the Proposal.**



**PART VI**  
**EVALUATION CRITERIA AND SELECTION PROCESS**

A. **CORPORATION GOALS & OBJECTIVES**

The Corporation's principal objectives in entering into a service agreement for Weed Control Services include (in no particular order):

1. The ability to provide efficient, reliable and cost effective Weed Control Services for 3 (Three) years for the Sonoma County Event Center at the Fairgrounds.

B. **MINIMUM QUALIFICATIONS REQUIREMENTS**

Every individual, partnership, corporation, limited liability company, or joint venture submitting a Proposal must demonstrate that the minimum qualifications listed below have been met in order to have their (its) Proposal considered. The minimum qualifications include:

1. Proposer must have a minimum of five (5) years of experience in the following:
  - a) Weed Control Services.

C. **EVALUATION CRITERIA**

Each Proposal shall be evaluated to determine responsiveness to the Corporation's needs as described in this RFP. Specific criteria have been established to assist the Corporation in the evaluation of the Proposals. The Evaluation Committee may use additional criteria that they deem to be significant in choosing the best Proposals. The criteria as indicated on the Score Card (Exhibit C) will be used to evaluate all complete Proposals submitted by Proposers who have met the minimum qualification criteria.

D. **SELECTION PROCESS**

Responsibility and qualifications of each Proposer are to be determined from the information furnished by the Proposer in the Proposal document, and from other sources determined to be valid by the Corporation and Evaluation Committee. By submitting a Proposal, each Proposer agrees to cooperate with all such investigations.

The Corporation may elect to negotiate with the Proposer(s) determined by the Interview Panel to have best met the Corporation's stated objectives. The Corporation reserves the right to reject all Proposals.

E. PROTEST PROCESS

Only Proposers who submitted Proposals in response to this RFP can file a protest. Protests must be in writing and must detail the full scope and nature of the protest. Only one protest per proposer will be permitted. **Protests must be submitted within forty eight (48) hours of the Corporation's issuance of Notice of Intent to Award.**

All protests will be reviewed by the Fair Board, which will determine the validity of the protest and what action, if any, will be taken in response to the protest. Decisions of the Fair Board with respect to any protest are final. The protest procedure set forth herein is the exclusive remedy for challenging the Notice of Intent to Award. Failure to strictly follow the requirements of this section shall constitute a waiver of all appeal rights and any further right to challenge the Corporation's award of an agreement.

**PART VII**  
**PROPOSAL FORMS**

A. FORMS PROVIDED TO BE COMPLETED AND SUBMITTED BY PROPOSER

1. Proposer's Information Form
2. Financial Proposal Bid Form
3. Proposers Affidavit

Request for Proposal Package  
Sonoma County Event Center at the Fairgrounds

RFP Name:	Weed control Services, 2023 - 2026
RFP Term:	May 1, 2023 – April 30, 2026

**PROPOSER’S INFORMATION AND STATUS FORM**

**PROPOSER’S INFORMATION**

Proposer’s Name: \_\_\_\_\_

County: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ZIP: \_\_\_\_\_

Email: \_\_\_\_\_

**Status of Proposer proposing to do business (Please check one):**

Individual:  Limited Partnership:  General Partnership:  Corporation:

**Individual (Please check one):**

Resident:  Non-Resident:

If a sole proprietorship, state the true name of sole proprietor: (I.E., John Roe Smith; not J. Roe Smith or not John R. Smith)

**Partnership (Please check one):**

Limited Partnership:  General Partnership:

If a Partnership, list each partner, identifying whether limited partner(s), stating their true full name and their interest in the Partnership:

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

**Corporation:**

Place and date of Corporation: \_\_\_\_\_

If not a California Corporation in good standing, please state the date the Corporation was authorized to do business in California:

**Current Officers:**

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

**PROPOSER STATUS**

**ALL MUST ANSWER:**

Are you subject to federal backup withholding?

Yes:

No:

**Fictitious Name:**

If Proposer is doing business under a Fictitious Business Name and will be performing under the Fictitious Name, please attach a clearly legible copy of the current fictitious filing.

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**Pending Litigation Hearings:**

Are any Civil or Criminal Litigation or Administrative hearings currently pending against the Proposer's organization, owners, officers, or employees?

Yes:

No:

If yes, please state the case number, agency, or court where pending and status of litigation or hearing:

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We reserve the right to verify the information provided on this form by the bidder during the RFP process. By signing this form, you are authorizing the release of any and all information pertaining to yourself and business in which you participate or have participated, including information of a confidential or privileged nature in the possession of government or private agencies or individuals who furnish such information from liability for damages which may result from furnishing the information requested.

I declare under penalty of perjury that the above information is true and correct and that I am authorized to sign this status form on behalf of the Proposer.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**PLEASE NOTE: If this status form is not completely filled out, signed and submitted with bidder's response to the RFP, the bid will be rejected as non-responsive. Any false or misleading information will cause the bid to be rejected as non-responsive.**

**Sonoma County Event Center at the Fairgrounds**

**FINANCIAL PROPOSAL BID FORM  
2023-2026 WEED CONTROL SERVICES  
(PLEASE SUBMIT ONE ORIGINAL IN A SEALED ENVELOPE MARKED  
“FINANCIAL BID- DO NOT OPEN”)**

I hereby submit the following contract price for Weed Control Service request from the Superintendent of the Sonoma County Event Center at the Fairgrounds or their designee.

**Price must be all inclusive, including taxes, fees, fuel surcharges, etc.**

**PART 1: FINANCIAL OFFER SUMMARY  
Annual Spraying**

	2023	2024	2025
Semi-Annual Maintenance – price per individual application (to be done twice a year)	June	May	May
	December	December	December
Total Cost			
Hourly Rate for Additional Work as deemed necessary by the Fair Superintendent	\$		

**All bidders must fill in the following information and sign this form in order for the “Financial Proposal Bid Form” to be considered.**

Proposer certifies to the Corporation that bidder has thoroughly familiarized self with the Corporation’s facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

By its signature on this proposal form, the Proposer certifies that he/she has read and understood the RFP package including the information regarding bid protests. Further, Proposer certifies that the information provided by the Proposer is accurate, true and correct, and not intended to mislead the Corporation in any manner.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

**Request for Proposal Package  
Sonoma County Event Center at the Fairgrounds**

**This Affidavit is submitted for the following RFP:**

<b>RFP Name:</b>	<b>2023-2026 Weed Control Services, 2023 – 2026</b>
<b>RFP Term:</b>	<b>May 1, 2023 – April 30, 2026</b>

**PROPOSER AFFIDAVIT**

The information contained in the Proposal to the Sonoma County Event Center at the Fairgrounds submitted herewith, is for the purpose of a proposed agreement with the Sonoma County Event Center at the Fairgrounds. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this Proposal, including all supplementary statements attached hereto. The undersigned further attests that the proposing entity is not in receivership or contemplating the same, and has not filed for bankruptcy. The undersigned hereby authorizes the Sonoma County Event Center at the Fairgrounds, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Company/Proposer Name:

\_\_\_\_\_

By Authorized Person: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Print/Type)

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

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

Agreement No: \_\_\_\_\_

**SONOMA COUNTY FAIR AND EXPOSITION, INC.**

1350 Bennett Valley Road  
Santa Rosa, California 95404  
Phone: (707) 545-4200

**SERVICE AGREEMENT EXAMPLE ONLY**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, in the County of Sonoma, State of California, by and between the **SONOMA COUNTY FAIR & EXPOSITION, INC.** (hereafter called the Corporation), and \_\_\_\_\_, (hereafter called the Contractor).

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the Corporation hereinafter expressed, does hereby agree to furnish to the Corporation services and materials, as follows:

**(DESCRIPTION OF SERVICES HERE)**

**Contractor to provide Evidence of Insurance as set forth in the (RFP NAME) prior to commencement of work.**

**CONTRACT TERM: (CONTRACT TIMELINE).**

*\* Additional Service Terms and Conditions are included within the (RFP NAME AND RELEASE DATE) and are hereby made part of this agreement. By signing this Service Agreement you are agreeing to these terms and conditions.*

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**(Corporation)**

SONOMA COUNTY FAIR & EXPOSITION, INC.  
1350 Bennett Valley Road  
Santa Rosa, CA 95404  
(707) 545-4200

\_\_\_\_\_  
FAIR CEO

Dated: \_\_\_\_\_

**(Contractor) COMPLETE INFORMATION**

\_\_\_\_\_  
Contractor's Authorized Representative  
Signature and Date:

\_\_\_\_\_  
Authorized Representative's Printed Name & Title

\_\_\_\_\_  
Contractor's Street Address

\_\_\_\_\_  
Town State Zip

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_



**Request for Proposal Package  
RFP 2023-2026 Weed Control Services RFP  
Sonoma County Event Center at the Fairgrounds**

**SCHEDULE OF DATES FOR PROPOSAL SUBMISSION AND PROCESSING**

**Please note that these dates are subject to change.**

RFP Released.....Wednesday, March 1, 2023

Last Day to Submit  
Questions.....12:00pm, Monday, March 13, 2023

Bid Proposals Due  
(No Postmark).....12:00pm, Thursday, March 16, 2023

Notice of Intent to Award..... Monday, March 20, 2023

Agreement Commencement Date.....Monday, May 1, 2023

**Request for Proposal Package  
RFP 2023-2026 Weed Control Services  
Sonoma County Event Center at the Fairgrounds**

**SCORE CARD**

**Points**

Company's Pricing Schedule ..... 80 pts

Proposer's Experience & Ability to Perform..... 15 pts

Local Business Preference \* ..... 5 pts

**Total Possible Points..... 100 pts**

\*For purposes of the RFP, a business shall be eligible for the local business preference if it has a principal business office or a satellite office with at least one full-time employee within Sonoma County and a valid business license if required by the city or cities in which the business operates.

**Request for Proposal Package  
RFP 2023-2026 Weed Control Services  
Sonoma County Event Center at the Fairgrounds**

**PROPOSER CHECKLIST**

A checklist is provided to insure all necessary components in Part V Format and Content Requirements have been completed.

- Cover Letter**
  
- Signed Proposer's Information and Status Form**
  
- Statement of Qualifications and Experience**
  
- Signed Financial Proposal Bid Form (Submitted in sealed, separate envelope marked "Financial bid – DO NOT OPEN")**
  
- Proof of Required Insurance**
  
- Signed Proposer Affidavit**

**REMINDER: one (1) original and three (3) copies must be received by the deadline as indicated in this RFP.**

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### **1. Workers Compensation and Employers Liability Insurance**

- a. Required if Contractor has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement; and
  - ii. Certificate of Insurance.

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

### **2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. The Sonoma County Association and Exposition Inc., Harvest Association of Sonoma County, the County of Sonoma their officers, agents and employees shall be additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. Standards for Insurance Companies

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

**5. Documentation**

- a. The Certificate of Insurance must include the following reference: [insert contract number or project name].
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: The Sonoma County Fair and Exposition Inc., Harvest Fair Association of Sonoma County, the County of Sonoma their officers, agents and employees; 1350 Bennett Valley Road, Santa Rosa, Ca 95404.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**6. Policy Obligations**

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

**7. Material Breach**

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