

County of Sonoma

REQUEST FOR PROPOSALS (RFP)

The County of Sonoma is pleased to invite you to respond to a Request for Proposals for

VIDEO PRODUCTION, BROADCAST & RELATED SERVICES

Proposals must be received no later than 2:00 P.M. on September 28, 2023.

A. INTRODUCTION/PURPOSE

The County of Sonoma (hereafter "County") is soliciting proposals in order to establish Blanket Purchase Order Agreement(s) for qualified video production and broadcast service provider to capture, record and distribute various County events for use during declared disasters, and non-disaster use, on an as-needed basis. These events include but are not limited to, the Board of Supervisors regular, weekly meetings, events for special districts throughout the County and other County departments with varying business requirements.

1. PROJECT BACKGROUND AND DESCRIPTION

The Board of Supervisors has been streaming meetings for the general public since 2009. Audio and video content are currently produced by a production company using the County's broadcasting production booth. A digital recording is uploaded to a third party automated hosted solution for live viewing and available for on-demand access via an archival repository. County owns a copy of all archives (since 2010) which reside on a County owned premise server. In compliance with the American Disabilities Act, all significant audio content is transcribed in real-time (closed captioning) and integrated through the streamed video solution.

The County reserves the right and intends to award multiple "as needed" Blanket Purchase Order (BPO) Agreements to successful proposers for the term of one (1) year, with the option to extend for four (4) additional one (1) year periods. The County will exercise its option(s) to annually extend these service agreements automatically.

2. Desired Goals/Objectives/Outcomes

The proposer shall have prior experience working with municipalities and/or public agencies, of comparable size, in providing professional-level video production, broadcast and programming services, that includes but is not limited to, broadcast operations, video production, program scheduling, and other related services.

While the County seeks to contract with vendor(s) that will be consistently available in accordance with the set schedule of Board of Supervisor regular meetings, the County also seeks

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The County desires to award multiple contracts to cover "as needed" services for smaller events throughout the County and as such, Minority and Women owned businesses are encouraged to apply.

B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER

VENDOR QUALIFICATIONS:

- a) Prior experience providing video production & broadcast services at the time of the Proposal due date;
- b) Vendor agrees to take full responsibility for delivering the video production output files via streaming service platform such as Zoom or other file formats such as mp4, mp3 or caption files;
- c) Experience operating and hosting video webinar or comparable platforms for online public or hybrid meeting formats;
- d) Provide a capability statement of services offered and capacity to deliver on both large and small projects that require 24 to 48 hours notice;

VIDEO PRODUCTION SERVICES:

Provide as-needed video production services, this includes developing, producing, editing, and packaging of content for online distribution. The content may cover various County programs or events in the form of public service announcements, promotional videos, or community meetings.

ON CALL VIDEO PRODUCTION AND BROADCASTING SERVICES:

Provide on-call live broadcast services and video production for unanticipated broadcasts within 24 to 48 hours' notice, which may include but is not limited to declared natural disasters and emergency. Successful proposers must be able to commit to being on-site within 24 hours upon request for services.

AS-NEEDED TECHNICAL ADVISORY:

Provide technical assistance when issues with the broadcast system (hardware and software) are discovered during a broadcast, assigned personnel need to assess the problem, troubleshoot, and inform County staff of the steps taken and/or current status of the issue. Provide recommendations on any functionality or technology that may improve the workflow and efficiency of maintaining and operating the County's equipment.

BROADCAST OPERATIONS/PROGRAMMING FOR BOARD OF SUPERVISORS MEETINGS AS OUTLINED BELOW:

The successful Vendor will provide high quality video production services for the Board of Supervisors general public meetings. Approximately forty (40) meetings are held per year predominantly on Tuesdays. Special Board meetings may be held on other days of the week as well, including twice annual meetings that occur over the course of an entire week or two. On occasion special Board meetings may be held offsite. Please click the following link for further details: County of Sonoma Board of Supervisors Board Meetings

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Services to include:

- a) Vendor will be proficient in using County-owned equipment;
- b) Vendor shall have sufficient support staff to ensure 100% availability and service coverage for ALL Board of Supervisors meetings;
- c) Vendor to provide their own equipment for offsite Board of Supervisor meetings or community meetings held by individual districts;
- d) Video and audio recording of County events, public addresses, and trainings;
- e) Capture includes sending the live video signal to County's streaming media third party vendor;
- f) Operation of the camera in the control room;
- g) Management of Zoom or other Video Webinar format host duties including Spanish translation assignment, temporary recess notifications, and timer for online public comment.
- h) Provision of professional recording staff and recording equipment;
- i) Conversion of recordings to digital masters;
- j) Distribution of recordings as requested through live webcasts, web streaming, and local public access television;
- k) Post production editing services;
- I) Provide to Clerk of the Board all final recordings after each meeting.

OTHER SERVICES:

Proposers shall provide a standard cost of services price list that includes rates for video production and broadcast personnel, technical advisors, equipment rental as well as any other related expenses. An example rate sheet is included with this RFP as Exhibit A – Example Rate Sheet.

The County of Sonoma owns equipment in support of streaming public meetings as specified in Attachment A – SoCo BOS Equipment List. County prefers vendor use County owned equipment for meetings held in the Board of Supervisors chambers, located at 575 Administration Drive, Santa Rosa, CA. Vendor(s) shall provide their own equipment when meetings are offsite.

C. LOCAL PREFERENCE

The County's Local Preference Policy will not be applied to this Request for Proposals/Solicitation, in accordance with federal restrictions which generally prohibit use of geographic preferences in federally-funded procurements.

D. SCHEDULE

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

Date	Event
August 23, 2023	Release Request for Proposals
August 30, 2023 – between 1:00 to 2:00pm	Optional Pre-Proposal Conference

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September 7, 2023	Proposer's Questions Due by 5:00 p.m.
September 14, 2023	County's Responses to Questions Due
September 28, 2023	Proposals Due by 2:00 p.m.
October 2 - 6, 2023	Proposals Evaluated by County
TBD	Interviews Conducted (if applicable)
October 16, 2023	Notice of Intent to Award (subject to delay without notice to proposers)
November 28, 2023	Board of Supervisors Awards Contract (subject to delay without notice to proposers)

E. OPTIONAL PRE-BID CONFERENCE

The County offers an optional Pre-Proposal Conference to be held at the Board of Supervisors chambers, located at 575 Administration Drive, Santa Rosa CA 95430. Pre-registration is requested by sending an email to VideoProductionRFP@sonoma-county.org with Video Production RFP Pre-Proposal in the subject field. Please provide names, titles, email address and phone number of those wishing to attend. This is an opportunity to view the Board of Supervisor chambers and ask questions related to this RFP.

F. QUESTIONS

Proposers will be required to submit any and all questions in writing per the schedule in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders through an addendum on the County's Supplier Portal and email notification. Questions should be sent via e-mail directly to VideoProductionRFP@sonoma-county.org. Questions will not be accepted by phone.

G. CORRECTIONS AND ADDENDA

- 1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
- 2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
- 3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal. Any oral communication by the County's designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

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H. PROPOSAL SUBMITTAL

1. FORM

Proposers must submit one (1) electronic copy to the County of Sonoma's Supplier Portal. The link to the Supplier Portal is: https://esupplier.sonomacounty.ca.gov/. Hard copy, faxed, and/or emailed submissions will not be accepted.

Note: Proposers must be registered to submit electronic proposals. See registration instructions on the Supplier Portal link above.

2. Due Date

Proposals must be received no later than the date and time listed in the schedule, or as revised by addendum. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

3. GENERAL INSTRUCTIONS

To receive consideration, proposals shall be made in accordance with the following general instructions:

- a) The completed proposal shall be without alterations or erasures.
- b) No oral or telephonic proposals will be considered.
- c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.

4. Proposal Format and Contents

For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

SECTION I - ORGANIZATIONAL INFORMATION

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract, and primary point of contact for service requests. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

SECTION II - QUALIFICATIONS AND EXPERIENCE

Firm Description

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Provide a description of the firm, number of years in business, and its core competencies.

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Experience

Provide examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

Debarment or Other Disqualification

Proposer must disclose any debarment or other disqualification as a supplier or vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

SECTION III - PROJECT APPROACH AND WORK SCHEDULE

Provide a description of the methodology developed to respond and mobilize work crew to perform as needed services for various locations throughout the County. Projects will vary and as such, the County is interested in your firm's flexibility and ability to respond to request for services within a 24 to 48 hour timeframe. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.

Include your response to the Statement of Requirements as referenced in Section B, beginning on page 2.

SECTION IV - COST OF SERVICE

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

Proposers shall provide a standard cost of services price list that includes fully loaded hourly rates for video production and broadcast personnel, technical advisors, equipment rental as well as any other related personnel or expenses.

Work shall be performed as needed using the County's Blanket Purchase Order Task Order form and signed by both parties. The Blanket Purchase Order Task Order form shall be completed in advance of any work commencing so that scope of work is clearly defined with an agreed upon timeline and based upon standard cost of services price list provided as a result of this RFP. Reference Attachment B, Blanket Purchase Order Sample Agreement.

Cost of service must be broken out and include all expenses that will be charged to the County, including but not limited fully loaded hourly bill rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the proposal.

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SECTION V – IDENTIFICATION OF SUBCONTRACTORS

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

SECTION VI - INSURANCE

The selected proposer will be required to submit and comply with all insurance as described in the attached Attachment C – Insurance Template. Securing this insurance is a condition of award for this contract.

SECTION VII - ACCESSIBILITY STANDARDS

All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County's Web Standards & Guidelines located at https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/, and the County's Web Site Accessibility Policy located at https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/.

For any proposal that includes scope involving such website content, Proposers shall indicate their capacity and plan for compliance with these requirements.

SECTION VIII - ADDITIONAL INFORMATION

Include any other information you believe to be pertinent but not required.

SECTION IX – CONTRACT TERMS

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment B) or identify specific exceptions to the sample agreement.

SECTION X - OTHER AGENCIES PROCUREMENTS

The County of Sonoma is soliciting proposals from qualified consultants. While this RFP is prepared on behalf of a Department of the County of Sonoma for execution of one or multiple contracts for these services, these contract(s) may also be used by other divisions/units of the County or other governmental agencies if desired. Any of these entities may procure services from the consultants who have received contracts under this RFP by issuing individual requests under these same terms, conditions, and prices. It is understood that public entities, special districts and nonprofit entities shall make purchases in their own name, make direct payment, and be liable directly to the successful proposer(s). The County of Sonoma is not an agent, partner or representative of these agencies and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. The County reserves the right to issue competitive solicitations for any project without the use of the contracts. The County of Sonoma reserves the right to leverage the Request for Proposal and Contract pricing for additional services for other County departments and/or divisions.

I. SELECTION PROCESS

- 1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
- 2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
- 3. Proposals will be evaluated using the following criteria.
 - a. Written Proposal 15%
 - b. Project Approach and Ability to Respond on site within 24 hour notice 15%
 - c. Cost of Service 20%
 - d. Response to Section B Statement of Requirements & Capability Statement 30%
 - e. Reference Checks 10%
 - f. Willingness to accept the County's contract terms 5%
- 4. The County Department Head in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
- 5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
- 6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.
- 7. The County reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the County and to award to only one or multiple qualified submittals. *The lowest proposed cost is not the sole criterion for recommending contract award.* The County also makes no guarantee of any or equal amounts of work. The County of Sonoma further reserves

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- the right to reject any or all proposals for any reason, including, without limitation, County's desire to enter into cooperative purchasing agreements with any other public agency.
- 8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
- Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

J. FINALIST INTERVIEWS

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

K. GENERAL INFORMATION

RULES AND REGULATIONS

- The issuance of this solicitation does not constitute an award commitment on the part
 of the County, and the County shall not pay for costs incurred in the preparation or
 submission of proposals. All costs and expenses associated with the preparation of this
 proposal shall be borne by the proposer.
- 2. Sonoma County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.
- 3. The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.
- 4. All proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation), the County Purchasing Agent or the Board of Supervisors.
- 5. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a proposer's request for exemptions from disclosure; however, the County will make its

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- decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
- 6. The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
 - a. [Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, 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.

NONLIABILITY OF COUNTY

The County shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

PROPOSAL ALTERNATIVES

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

LOBBYING

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of 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 rejection of their proposal.

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FORM OF AGREEMENT

- 1. No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
- 2. A sample of the agreement is included as Attachment B hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. Indemnification language will not be negotiated.
- 3. Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- 4. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- 5. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

DURATION OF PROPOSAL; CANCELLATION OF AWARDS; TIME OF THE ESSENCE

- 1. All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- 2. Unless otherwise authorized by County, the selected consultant will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

WITHDRAWAL AND SUBMISSION OF MODIFIED PROPOSAL

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

L. PROTEST PROCESS

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: Protests and Appeals for Goods and Professional Services Procurements

M. LIVING WAGE

The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage

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The link to the Living Wage Ordinance is: Living Wage Ordinance

N. FEDERAL PROVISIONS – FEDERAL EMERGENCY MANAGEMENT AGENCY

Certain work under this Agreement may be funded in part or entirely by financial assistance from the Federal Emergency Management Agency. With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as Exhibit B, incorporated herein by reference. This Exhibit is subject to update at the time of contract award.

ATTACHMENTS AND EXHIBITS

Attachment A: County of Sonoma Board of Supervisors 2023 Equipment List

Attachment B: Sample Blanket Purchase Order Agreement

Attachment C: Sample Insurance Requirements

Attachment D: Living Wage Solicitation Form

Exhibit A: Example Rate Sheet

Exhibit B: FEMA Provisions for Contract

Exhibit C: SoCo Board of Supervisors District Map

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