

## **County of Sonoma**

# REQUEST FOR PROPOSALS (RFP)

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

# Wildfire Resilience and Climate Change Planning and Coordination

Proposals must be received no later than 2:00 P.M. on October 27, 2023.

# A. INTRODUCTION/PURPOSE

The County of Sonoma is creating a comprehensive and integrated program to build wildfire resilience and reduce the risk of catastrophic wildfires in Sonoma County. The County Board of Supervisors has provided leadership, vision, and resources for staff across many departments and agencies to advance wildfire resilience programs. These programs are producing important results. The County seeks to expand this success through deeper integration across programs, and by developing a sustainable model to organize, manage, and fund this work ongoing. This RFP solicits proposals from consultants with substantial technical expertise is wildfire risk reduction, in organizational development and management, and in successful revenue and resource development.

On September 17, 2019, the Sonoma County Board of Supervisors formally joined cities, counties, and countries across the world in declaring a climate emergency, establishing the climate crisis as a top priority. Since then, the County of Sonoma (the County) has reiterated its dedication to climate action and resiliency through actions such as creating a Climate Action and Resiliency Division within the County Administrator's Office, dedicating \$10 million to near- and mid-term climate projects, and committing one of five Strategic Plan pillars to Climate Action and Resiliency.

On October 6, 2020, the Board of Supervisors allocated \$25 million from PG&E settlement funds from the 2017 wildfires towards vegetation management to protect communities and help landowners and resource managers work together to reduce the threat of wildfire and improve the health of natural ecosystems. In December 2020, the Board approved the use of additional PG&E settlement funds to retain U.C. Berkeley's Center for Law, Energy and the Environment (CLEE) to convene local and regional stakeholders and resource experts to develop recommendations for using the \$25 million, and for the development and outreach of community and landscape-scale wildfire decision support tools.

CLEE's recommendations, presented to the Board on March 23, 2021, identified six categories as a framework for prioritizing, allocating and leveraging PG&E settlement funds allocated for vegetation management: Immediate Vegetation Management Activities; Community Outreach and Education;

Labor and Workforce Development; Data, Planning, and Mapping; Centralizing Governance and Project Coordination; and Long-term Financial Sustainability.

The Vegetation Management Grant Program has been administered by Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space). In October 2021, Ag + Open Space convened a Vegetation Management Technical Advisory Committee (VM-TAC) in an effort to track the advances to fully implement the CLEE recommendations and determine appropriate steps the County and partner organizations could take to improve wildfire resilience and forest health. Since June 2021, 65 VM grant agreements have supported community vegetation management projects throughout the County, investing approximately \$11.5 Million in fuel treatments, education, training and coordination.

Simultaneous to these efforts, Permit Sonoma's Fire Prevention and Natural Resources Divisions have been implementing multiple, large FEMA grants to assess and deploy home hardening (Wildfire Adapted Sonoma County), promote defensible space (Chipper Program + assessments), reduce landscape fuels (Hazardous Fuels Reduction Program), and to create a comprehensive "Home-Out/Landscape In" approach to wildfire resilience (Wildfire Resilient Sonoma County, Building Resilient Infrastructure & Communities or BRIC project).

In September of 2022 the Board of Supervisors approved the Sonoma County Climate Resilient Lands Strategy which lays out project blueprints for improving resilience to climate hazards in nine ecorregions across Sonoma County. This Strategy calls for ongoing coordination and engagement with other County departments and agencies, with local indigenous tribes, and with communities, technical experts, non-profit partners, and local leaders.

In January 2023, the Board of Supervisors approved an organizational structure to improve collaboration among County departments and agencies and promote collaboration with external partners and stakeholders. The Resilience Coordination Team (RCT) will be led by the County Administrator and comprised of department heads engaged in wildfire resilience work. The RCT will receive input from, and provide guidance to four subject matter Technical Advisory Committees (TACs):

- Landscape Management (Landscape-In) LM-TAC a rescoping of the VM-TAC currently coordinated by Ag + Open Space;
- 2) **Community and Infrastructure Protection (House-Out) CI-TAC** a new TAC to be coordinated by Permit Sonoma to support defensible space and home hardening activities;
- 3) Climate Resilient Lands CRL-TAC a new TAC coordinated by Climate Action and Resilience Division (CARD) to inform resilience projects in natural and working lands and in urban greenspaces; and
- 4) Organizational Structure and Long-term Funding OSF-TAC a new TAC to be jointly coordinated through County Counsel and the County Administrator's offices, that will evaluate wildfire resilience work in Sonoma County and, where relevant, in other jurisdictions, to identify organizational and resource needs, and to make recommendations for a successful and sustainable ongoing, integrated wildfire resilience program.

Each TAC will have a staff lead and will collaboratively identify critical internal and external partners and stakeholders who should be engaged in the TAC's work. With guidance from the RCT and support from this consultancy, the TACs will define specific goals and objectives, and public outreach and engagement strategies to support their work. The RCT will guide information sharing between the TACs and provide

policy guidance to accomplish integrated, County-wide, sustainable wildfire resilience. The RCT, and the CAO in particular, will also facilitate communication with the County Board of Supervisors. (Exhibit A.)

The purpose of this consultancy is to coordinate and facilitate, through the RCT and the TACs, the development of recommendations for a sustainable model for delivering long-term wildfire resilience, which will be presented to the Board of Supervisors by the end of 2025. The consultant will serve as logistical lead to facilitate success within each TAC. Success will be characterized by effective integration of County programs aligned with partner-supported and community-driven efforts, and fluid communication and transparency with the public. Additionally, success will involve effective coordination between TACs and with the RCT. A successful bidder need not be a subject matter expert in all areas addressed by TACs 1-3 but should have a good working knowledge of fuel management, wildfire resilience, structural-hardening and climate change. The successful bidder will provide subject matter expertise in public-private partnerships, multi-stakeholder facilitation, and developing sustainable, long-term organizational management and funding mechanisms for wildfire resilience to support the work of the Organizational Structure and Funding TAC.

The consultant's work will support the launching and coordination of the RCT and the TACs, and the development of efficient and effective operating protocols. The selected consultant will help coordinate meetings with the heads of the departments and agencies involved in the RCT to address needs and concerns, and ensure the success of the RCT/TAC structure. The consultant may also facilitate larger meetings between the RCT and other departments and agencies in the County family to share information and gather input as needed. Because the RCT, with support from the consultant, will ensure coordination, collaboration, and alignment between the four TACs, consultant expertise overseeing complex work plans, large-scale collaborations with diverse stakeholder communities, and agency coordination is desired. This consultancy will specifically address wildfire resilience and climate change, however the County would appreciate any observations that would allow the County to leverage the RCT/TAC organization and process to address other climate hazards such as drought, flooding, and sea level rise.

The services requested from this Request for Proposals should be based on a 2-year cycle to complete all tasks.

#### 1. PROJECT BACKGROUND AND DESCRIPTION

Resiliency touches many aspects of County work across a number of different County departments and agencies. At the direction of the Board of Supervisors, intra- and inter-departmental coordination within the County departmental family, as well as inter-organizational and inter-governmental coordination across the County are key to improving and implementing County-wide action to improve resiliency. In January of 2023, the Board of Supervisors approved an organizational structure for a broad coordination team.

This organizational structure includes a tiered approach to coordination and collaboration. The base layer is comprised of Technical Advisory Committees (TAC) focused on specific topics. The initial TAC topics are Landscape Management (Landscape-In), Community & Infrastructure Protection (House-Out),

Climate Resilient Lands, and Organizational Structure & Long-term Funding. Additional TACs may be added as additional critical topics are identified. The TACs will be comprised of staff from key County Departments/Agencies and partners from other organizations (such as the RCPA, cities, local Resource Conservation Districts, CALFIRE, and local Fire Districts), tribes, non-profits, businesses, and the public.

In the organizational structure, the four TACs report to the Resiliency Coordination Team (RCT). The RCT will be led by the County Administrator's Office and be comprised of County department/agency heads; it will coordinate all County resiliency efforts. The RCT will oversee and guide the work of the TACs to ensure the policy priorities of the Board are being implemented TACs, primarily through the workplan that each TAC develops. The RCT will also review and provide direction on the regular progress reports, findings and recommendations prepared by the TACs for the RCT. As needed, the RCT will present recommendations to the Board of Supervisors,.

The County is now seeking a consultant to facilitate this organizational structure. More importantly, working with the RCT and the TACs, the consultant will develop recommendations to the Board for the delivery of an integrated, sustainable long-term wildfire resiliency program. In particular, the consultant will staff the Organizational Structure & Long-term Funding TAC, which will provide the forum to explore and refine concepts in organization and funding for wildfire resiliency. The consultant will ensure that concepts developed by the TAC are periodically reviewed with the RCT for policy guidance. If the Board establishes an Ad Hoc Committee on this topic, the consultant will work with CAO and her staff to support and facilitate engagement with the Ad Hoc. The consultant will also provide administrative support to the other TACs, including logistical support and facilitation of meetings, and preparing periodic progress reports, findings, and recommendations from each TAC to the RCT.

# 2. DESIRED GOALS/OBJECTIVES/OUTCOMES

The successful bidder will be responsible for coordinating the TAC on Organizational Structure & Funding to deliver recommendations to the Board for an integrated, sustainable long-term wildfire resiliency program. Coordinating the TAC will require the consultant to have a clear understanding of organizational models for public, public-private, and non-profit structures that could receive and manage funds, develop and implement plans, projects, and/or grants, and provide transparent and accountable tracking and reporting on progress and outcomes. The consultant should be capable of assessing existing efforts within the County, and gathering, organizing and summarizing this work.

Similarly, the consultant will identify and evaluate organizational structures developed to address multijurisdictional challenges similar to wildfire resilience. The consultant will also provide an assessment of sustainable funding mechanisms used by other local or regional entities including a parcel tax, sales tax, or other measures, as well as novel measures that a local or regional entity could pursue. This assessment will consider the steps, effort, and resources needed to establish the funding mechanisms, including whether action by the Legislature is required, a ballot measure is needed, and other relevant actions and barriers.

The consultant will be responsible for logistical support and facilitation of TAC and RCT meetings, preparing periodic progress reports, findings, and recommendations from each TAC to the RCT,

preparing progress reports and updates, if any, from the RCT to an Ad Hoc Committee and/or the Board of Supervisors, and preparing the final recommendations from the RCT to the Board.,

The consultant will develop and implement an outreach and engagement plan to ensure ample participation of stakeholders, key partners and the public in the development of the recommendations to the Board. Coordination of the RCT will also involve engaging with department and agency heads, and may also require one or more broader briefings of department and agency heads across the County family.

This project will be overseen by the County Administrator's Office, and the consultant will have regular meetings with CAO staff on the project. The County project leads for the TACs, which are staff from the Sonoma County Agricultural Preservation and Open Space District, Permit Sonoma, the County Administrator's Office, and County Counsel, will meet periodically with the consultant to ensure coordination, collaboration, and alignment in the development of recommendations; the frequency of these meetings will be determined by the consultant in collaboration with the County.

# B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER

# Task 0: Internal Project Meetings

The successful bidder will convene an initial kick-off meeting with County staff to review and verify key project elements, roles, and overall timeline. This meeting should take 1.5 – 2 hours and can be scheduled either in-person at County of Sonoma offices in Santa Rosa, CA or via Zoom or Microsoft Teams. It should be scheduled as close to the contract start date as schedules permit, and no later than 2 weeks after the contract start date. Specific Kick-off Meeting tasks should include:

- Identify key project stakeholders and preferred methods of contact.
- Confirm file format for consultant deliverables.
- Discuss One-Year Plan (Task 1).

The successful bidder should follow-up with the County project lead with meeting notes that summarize the discussion within five business days of the meeting. The notes are to include any follow-up items and next steps.

The successful bidder will convene reoccurring meetings with the County on a monthly basis. The purpose of these meetings, likely to be scheduled for 30-minutes via Zoom or Microsoft Teams, will be to update the County on project status and to discuss non-urgent issues or clarification questions (issues or questions that are critical to progressing the project as planned should be shared with the County immediately). The successful bidder should follow up each monthly meeting with notes that summarize the meeting's discussion, include any follow-up items, and next steps. Note should be provided within two business days.

#### Deliverables for Task 0:

- 1. Kick-off Meeting notes
- 2. Notes from monthly meetings (continuous throughout length of project period)

## Task 1: Two-Year Work Plan

Task 1 of this project will be to develop a draft and final plan to (1) launch the RCT & TAC structure; (2) coordinate and facilitate meetings of the RCT and TACs; (3) collect and present materials for the Organizational Structure & Long-term Funding TAC related to its purpose and goals; (4) develop, with the TACs, recommendations to the RCT, an Ad Hoc Committee (if established), and ultimately Board of Supervisors, for the delivery of an integrated, sustainable long-term wildfire resiliency program; and (5) prepare the draft and final report to the Board, and a PowerPoint presentation of the report's key findings and recommendations.

The Work Plan should include an outreach and engagement plan to ensure ample participation of stakeholders, key partners and the public in the development of the recommendations to the Board.

The Work Plan should also include a discussion of how the consultant will work with the lead County staff for each of the TACs to identify meeting dates for each TAC, high-level goals for the meetings, deliverables for each TAC over the period of the project, with milestones, and other key information to be gathered by and from the TACs, such as lessons learned, findings from public engagement, and input from key partners and stakeholders.

Similarly, the Work Plan should outline how the consultant will work with the County Administrator's Office and County Counsel to staff, coordinate, and facilitate the meetings and work of the Organizational Structure & Long-term Funding TAC and the RCT to research, develop, evaluate, and refine recommendations to the Ad Hoc Committee (if any is established) and the Board on a sustainable model for the organization and funding of wildfire resilience work in Sonoma County.

The timeline of the Work Plan should deliver the final report to the County, remediated and translated, no later than October 31, 2025, to allow sufficient time for the administrative processes required for significant items going before the Board of Supervisors.

The successful bidder will engage in preliminary discussions about the Plan with County staff in the kick-off meeting. A draft of the Plan should be shared with the County, either in Microsoft Word or PDF format, no later than 2 weeks after the kick-off meeting. The County will provide feedback, and the successful bidder should incorporate this feedback and deliver a second draft. Once again, County will provide feedback, and a final draft should be submitted no later than 6 weeks after the kick-off meeting, and earlier if possible.

This task should be completed before work begins with tasks 2 through 9.

#### Deliverables for Task 1:

- 1. Two-Year Work Plan: first draft
- 2. Two-Year Work Plan: second draft
- 3. Final Two-Year Work Plan

## Task 2: Launching the RCT and TACs

After submitting the final Two-Year Work Plan, the successful bidder will work with the County Administrator's Office to scope and launch the RCT. This includes identifying members of the RCT,

developing goals and objectives for the RCT, scheduling the initial meeting of the RCT and inviting members, developing materials as needed to support the initial meeting, and facilitating the meeting.

The successful bidder will likewise work with the lead staff for each TAC to scope and launch the TAC. This includes identifying members of the TAC, scheduling the initial meeting of the TAC and inviting members. The successful bidder will also collect and distribute materials as needed to support the initial meeting, and facilitate the meeting. Several of the TACs may be a continuation or re-scoping of a pre-existing committee, and the successful bidder will work with the lead staff for such TAC to support a smooth transition to the new purpose for this project. In addition, at the initial meeting the invited TAC members may recommend additional members, or gaps in participation may be identified such that the successful bidder will implement the outreach and engagement plan (see Task 7) to appropriately expand participation in the TAC to ensure diverse perspectives are represented.

The initial TAC meeting should include a discussion of draft goals, objectives, and deliverables for the TAC, and result in proposed developing goals, objectives, and deliverables for review by the RCT. The successful bidder will support the lead staff for each TAC, who is responsible for developing goals, objectives, and deliverables for and with the TAC, by communicating and coordinating with the RCT about the proposed goals, objectives, and deliverables, to ensure they are in alignment with the overall direction of the RCT.

#### Deliverables for Task 2:

- 1. Draft and final summary Committee Scope (RCT and 4 TACs)
- 2. Agenda, invitations, and materials for the Initial Meeting for each committee (RCT and 4 TACs)
- 3. Facilitation of Initial Meeting for each committee (RCT and 4 TACs)
- 4. Summary & presentation of proposed TAC goals, objectives, and deliverables for the RCT
- 5. Summary & presentation of RCT direction to TAC regarding goals, objectives, and deliverables

## Task 3: Coordinating and Facilitating Meetings

The successful bidder will meet with the staff lead for each TAC, and the County Administrator's Office for the RCT, to develop meeting agendas and be responsible for meeting logistics, all of which should be shared in advance with meeting attendees. The successful bidder will be responsible for effectively facilitating all meetings for the Organizational Structure & Funding TAC and the RTC, and will support the lead staff in facilitating meetings for each of the other TACs. This will involve engaging in the meetings to ensure agendas are followed to the best of the groups' ability and critical goals and objectives are met. The successful bidder should take detailed notes for each meeting and send a summary of the meeting to the TAC's lead staff within 1 week of each meeting. The summary sent to the County should include an attendance list (with affiliation listed), a summary of the discussion, and next steps. This should be sent in either a Word or PDF file. It is anticipated that TACs will meet approximately 10 times in total to develop their findings and recommendations. The RCT will meet approximately 6 times in total to provide guidance and refine recommendations. The actual number of meetings will depend on availability of committee members and the progress made at each meeting.

#### **Deliverables for Task 3:**

- Meeting scheduling, agenda, invitations, and distribution of materials for each meeting facilitated with a TAC and the RTC
- 2. Meeting notes (for each meeting facilitated with a TAC and the RTC).

# Task 4: Staffing the RCT and Organizational Structure & Long-term Funding TAC

The successful bidder will staff, coordinate, and facilitate the meetings and work of the Organizational Structure & Long-term Funding TAC and the RCT. This task includes the development of a work plan for the Organizational Structure & Long-term Funding TAC to ensure the TAC has the information it needs in order to make timely recommendations to the RCT, receive guidance from the RCT, and appropriately refine its recommendations.

The Organizational Structure & Long-term Funding TAC will require support and subject matter expertise from the consultant to research, develop, evaluate, and refine recommendations on a sustainable model for the organization and funding of wildfire resilience work in Sonoma County. The consultant will collect and analyze information regarding organizational models for public, public-private, and non-profit structures that could receive and manage funds, develop and implement plans, projects, and/or grants, and provide transparent and accountable tracking and reporting on progress and outcomes. This should consider authorities needed to establish and operate the entity, including opportunities and barriers.

Similarly, the consultant will identify and evaluate organizational structures developed in other areas to address multi-jurisdictional challenges similar to wildfire resilience. This should consider the complexity of the multi-jurisdictional challenge and the ways in which it is similar or dissimilar to the wildfire resilience challenge facing Sonoma County. It should also consider any unique opportunities or barriers that drove the development of a particular structure.

The consultant will assess existing wildfire resilience efforts within the County departments and agencies, and gather, organize, and summarize this work for the TAC's consideration. The assessment should identify opportunities for alignment, streamlining, and potential conflicts or inefficiencies.

The consultant will also provide an assessment of sustainable funding mechanisms used by other local or regional entities including a parcel tax, sales tax, or other measures, as well as novel measures that a local or regional entity could pursue. This assessment will consider the steps, effort, and resources needed to establish the funding mechanisms, including whether action by the Legislature is required, a ballot measure is needed, and other relevant actions and challenges. To the extent information is available, the assessment should summarize current opportunities and barriers in Sonoma County.

The successful bidder will provide a general blueprint for staffing, coordinating, and facilitating the meetings of the RCT. The blueprint should take into consideration the difficulties in scheduling meetings with multiple department and agency heads, and propose mechanisms to maximize the effectiveness of their time before, during, and after the RCT meetings. In particular, the successful bidder will articulate the process to ensure the RCT has the information it needs to provide direction to the TACs and to effectively deliberate on and refine recommendations for consideration by the Ad Hoc Committee (if any is established) and the Board of Supervisors.

#### **Deliverables for Task 4**:

- 1. Work plan for the Organizational Structure & Long-term Funding TAC.
- 2. Blueprint for staffing, coordinating, and facilitating the RCT.
- 3. Summary and analysis of potential organizational models.

- 4. Summary and evaluation of organizational structures used in other areas.
- 5. Summary and assessment of existing wildfire resilience efforts within County departments and agencies.
- 6. Summary and assessment of sustainable funding mechanisms.

# Task 5: Developing Recommendations

The successful bidder will leverage the RCT and TAC structure to develop recommendations to the Board for the delivery of an integrated, sustainable long-term wildfire resiliency program.

The successful bidder will strategically engage with each TAC to understand core needs for the focus area, TAC ideas to address those needs, and TAC responses to the needs/ideas identified by other TACs and the RCT. This strategic coordination will guide the scope of the overall integrated program for wildfire resilience in Sonoma County. The successful bidder will summarize and analyze the information gathered through strategic coordination to support effective deliberations by the Organizational Structure & Long-term Funding TAC, and the RCT, to develop and refine program recommendations. This should be an iterative process, and the successful bidder will incorporate strategies to manage this process in the Work Plan (Task 1).

The County embraces equity and prioritizes equitable solutions. The successful bidder must consider the County's Racial Equity Toolkit at the outset of the project to ensure that the recommendations developed through the project are developed equitably.

#### **Deliverables for Task 5:**

- Recommendations, endorsed by the Organizational Structure & Long-term Funding TAC and the RCT, for the delivery of an integrated, sustainable long-term wildfire resiliency program, including:
  - a. Scope of program
  - b. Organizational structure
  - c. Funding mechanism(s)

# Task 6: Summary Report & Presentation

Upon completion of all scheduled meetings, the successful bidder will be responsible for compiling a Summary Report that summarizes the work of the TACs and the RCT; the outreach, engagement, and public participation in that work; key findings and recommendations for the delivery of an integrated, sustainable long-term wildfire resiliency program. This Summary Report should include an executive summary, detailed sections describing the information and alternatives considered by each TAC. In discussing the recommendations from RCT to the Board, the Summary Report should present the rationale for the recommended options, with references to the underlying information considered by the RCT and the TACs. This underlying information should be summarized in a separate section or in appendices, as appropriate. There should also be a compilation of the TAC meeting notes in an appendix, and other supporting information as appropriate.

The successful bidder will prepare a condensed version of the Summary Report that includes the key findings and recommendations, and a brief summary of critical supporting information needed to provide context and support understanding of the recommendations. This condensed version will be translated into Spanish.

The final Summary Report, and the Key Findings and Recommendations (English and Spanish), should be delivered to the County, remediated, no later than October 31, 2025, to allow sufficient time for the administrative processes required for significant items going before the Board of Supervisors.

The successful bidder will also prepare a PowerPoint presentation of the Key Findings and Recommendations, along with critical supporting information needed to provide context and support understanding of the recommendations. A draft presentation should be provided to the County in English at least two weeks before the final is due, and the County will have a week to review and provide comments. The final presentation will be provided with side-by-side English and Spanish, and will be remediated. The final presentation should be delivered to the County, in English and Spanish, remediated, no later than November 15, 2023.

#### **Deliverables for Task 6:**

- 1. Summary Report: First Draft
- 2. Summary Report: Second Draft
- 3. Summary Report: Final in layout form, remediated
- 4. Summary Report Key Findings and Recommendations: Draft
- 5. Summary Report Key Findings and Recommendations: Final in layout form, remediated
- 6. Spanish Translation of the Summary Report Key Findings and Recommendations: Final, in layout form, remediated
- 7. PowerPoint Presentation: Draft
- 8. PowerPoint Presentation: Final (English/Spanish), remediated

# Task 7: Outreach & Engagement

The successful bidder will prepare an outreach and engagement plan to ensure ample participation of stakeholders, key partners and the public in the development of the recommendations to the Board for the delivery of an integrated, sustainable long-term wildfire resiliency program. The outreach and engagement plan should identify sectors and groups with a distinct perspective, need, and/or knowledge base whose input should be actively sought. The plan should also identify barriers to participation by those sectors and groups, and incorporate strategies to overcome those barriers. In addition to seeking and promoting direct participation in TAC meetings, the successful bidder should consider other forums or mechanisms for input, which could include listening sessions, focus group meetings, individual interviews, surveys or polls, and/or town hall meeting(s) that could be in-person, virtual or hybrid, a website, or other engagement strategies. The successful bidder will incorporate an effective set of engagement strategies in the outreach and engagement plan to ensure full and diverse participation in the development of the recommendations for the delivery of an integrated, sustainable long-term wildfire resiliency program.

The successful bidder will provide draft and final outreach and engagement plans as part of the draft and final Work Plan (Task 1), and will provide quarterly updates on the implementation of the final outreach and engagement plan.

The County embraces equity and prioritizes equitable solutions. The successful bidder must consider the County's Racial Equity Toolkit when developing the outreach and engagement plan to ensure that the recommendations developed through the project are developed equitably, and that diverse perspectives, needs, and knowledge inform the recommendations and are reflected in them. The successful bidder will discuss the questions in the Racial Equity Toolkit with the staff leads and the County Administrator's Office at the outset of the project, and will provide updates on progress applying the Toolkit as part of the quarterly updates on implementing the outreach and engagement plan. The successful bidder will complete the questionnaire in the Racial Equity Toolkit and provide it in in draft form no later than October 1, 2023, and in final form to the County by October 31, 2025.

#### **Deliverables for Task 7:**

- 1. Outreach and Engagement Plan: first draft.
- 2. Outreach and Engagement Plan: second draft.
- 3. Final Outreach and Engagement Plan.
- 4. Quarterly outreach and engagement progress reports.
- 5. Completed Racial Equity Toolkit Questionnaire.

# Task 8: Project Management and Reporting

The successful bidder will effectively manage the delivery of the Work Plan (Task 1), and in particular the delivery of recommendations working through the RCT and TAC structure. The successful bidder will meet monthly with the County and provide a written summary of progress made in the prior month; the written summary will be provided at least two business days in advance of the monthly meeting so that questions and clarifications can be addressed timely. The written summary, revised as needed to address questions and clarifications, will be submitted with the monthly invoice. Invoices for work not included in the summary will not be accepted.

The successful bidder will also meet periodically, as agreed with the County, with the staff leads for the TACs (and with the County Administrator's Office regarding the RCT) to effectively manage progress of the TACs and the RCT. The successful bidder will prepare a tracking system for the TACs and RCT to identify issues timely and ensure they do not delay the forward progress on the recommendations. The tracking system must include a mechanism to alert the staff lead and County Administrator's Office to issues requiring attention, identify the needed action or information, who is responsible for addressing the issue, and the deadline for addressing the issue to avoid overall project delays.

#### **Deliverables for Task 8:**

- 1. Monthly progress summary.
- 2. Periodic meetings with staff leads & County Administrator's Office
- 3. Issue Tracking and Alert System

## Task 9: Project Close-out

The successful bidder will participate in the presentation of recommendations to the Board of Supervisors (expected to be in December of 2025). This participation will most likely be in the form of responding to questions from the Board of Supervisors, but could include an active role in the presentation. If the Board requests an interim briefing on the status of the project, the successful bidder will participate in that meeting, again to respond to questions from the Board if needed.

Following the final presentation to the Board, the successful bidder will meet with the County to provide all data, information, summaries, notes, and other information developed or collected during the project. The successful bidder will discuss the overall project, and present lessons learned that could either support future implementation of the recommendations or could be applied to address another multi-jurisdictional challenge in Sonoma County.

#### **Deliverables for Task 9:**

- 1. Participation in Board meeting(s).
- 2. Close-out meeting.
- 3. Summary of lessons learned.

#### C. LOCAL PREFERENCE

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

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, Departments shall consider the locality of consultants or businesses and their sub-consultants along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-consultants, the County strongly encourages using local service providers.

More information about the County's purchasing policies can be found on: <u>Local Preference Policy for Services</u>. (Exhibit B.)

## 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
September 25, 2023	Release Request for Proposals
October 12, 2023	Proposer's Questions Due by 5:00 p.m.
October 18, 2023	County's Responses to Questions Due
October 27, 2023	Proposals Due by 2:00 p.m.
October 30-November 3, 2023	Proposals Evaluated by County
November 8 - 9, 2023	Interviews Conducted (if applicable)
November 15, 2023	Notice of Intent to Award (subject to delay without notice to proposers)
January 9, 2024	Board of Supervisors Awards Contract (subject to delay without notice to proposers)

#### E. PRE-BID CONFERENCE

There will not be a pre-bid conference – section omitted..

Proposers will be required to submit any and all questions in writing per the schedule in order for staff to prepare written responses. 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 Lois Hopkins at <a href="Lois.Hopkins@Sonoma-County.org">Lois.Hopkins@Sonoma-County.org</a>. 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.

## H. PROPOSAL SUBMITTAL

#### 1. FORM

Proposers must submit one (1) electronic copy to the County of Sonoma's <u>Supplier Portal</u>. The link to the Supplier Portal is: <a href="https://esupplier.sonomacounty.ca.gov/">https://esupplier.sonomacounty.ca.gov/</a>. 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. 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

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. 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 perform all required services, with an aggressive schedule that will complete all tasks of the project before October 25, 2025, if possible. This schedule should contain specific milestones and dates of completion which will be used to set schedules. 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 5.

#### 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, such as maintenance.

The project costs must be broken out and include all expenses that will be charged to the County, including but not limited hourly 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 Consultant's proposal.

#### 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 Sample Agreement. 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 <a href="https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/">https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/</a>, 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 (Exhibit C) 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 may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list:
  - a. Written Proposal;
  - b. Functional Requirements Cost
  - c. Supplier Demonstrations
  - d. Reference Checks

- e. Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).
- f. Locality of the Proposer (Exhibit B).
- 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 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.
- 9. 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**

- 1. 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 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 nonresponsive. 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:

7. [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.

#### FORM OF AGREEMENT

- 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 **Exhibit E** 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 Ordinance – affecting the services provided by this contract/franchise agreement. Without limiting the generality of the foregoing, the contractor/franchisee/economic development assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: <a href="http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/">http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/</a>. (Exhibit D.)

# ATTACHMENTS AND EXHIBITS

Exhibit A: Organizational Structure – Resiliency Coordination Team / Technical Advisory Committees

Exhibit B: Declaration of Local Business for Services

Exhibit C: Proposal Cover Sheet

Exhibit D: Living Wage Solicitation Form

Exhibit E: Sample Agreement, including sample Insurance Requirements