



County of Sonoma

REQUEST FOR PROPOSALS (RFP)

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

Mark West Creek & Wetland Restoration Planning

Proposals must be received no later than 2:00 P.M. on November 3, 2023

A. INTRODUCTION/PURPOSE

1. PROJECT BACKGROUND AND DESCRIPTION

Mark West Creek has been identified by NOAA and CDFW as critical to the recovery of Central California Coast coho salmon. This planning project will accelerate recovery by advancing designs for wetland and creek restoration within Mark West Creek Regional Park and Open Space Preserve, a 1,192-acre property which is currently undergoing a Master Plan prior to fully opening it to the public. From 2020 to 2022, Sonoma County Regional Parks and partners conducted assessments of riparian areas on the property and identified over twenty sites to restore salmonid habitat and enhance streamflow in the park. Attachment E shows the conceptual designs for restoration and streamflow enhancement projects identified. The goal for this RFP is for all the conceptual designs to be evaluated through the pre-design studies, and for at least 10 sites to advance to implementation-ready projects including 100% designs and permits. Sites may be selected to advance based upon site feasibility and evaluation of the amplitude of benefits to the overall project. The goal of the project is to implement a group of restoration sites that together will benefit the health and function of the Mark West Creek watershed through improved water quality, enhanced streamflow, improved fish passage, and enhanced habitat for salmonids, including endangered coho salmon. Implementation is not within the scope of this RFP. This project will develop implementation ready designs for multiple restoration sites, all of which will be integrated into management of the property for the coming decades to protect and enhance natural resources and critical habitat.

2. DESIRED GOALS/OBJECTIVES/OUTCOMES

Based on review of past studies and restoration recommendations, desktop assessment of available data, and field assessment of existing conditions, the design & engineering work being requested in this RFP will be targeted at the following restoration objectives:

1. Capture, spread out, and infiltrate flows from small watersheds to prolong stream flow.

- Existing conceptual designs (Attachment E) show over 12 acres of open fields that can be converted to seasonal wetland depressions or rainwater infiltration basins. The cumulative benefit of the seasonal wetland restoration sites will be to improve fine sediment retention and infiltration of water into the shallow groundwater that will slowly release water to Mark West Creek improving stream flow.
- 2. Delay drying of the ephemeral tributaries to Mark West Creek and Porter Creek within the Regional Park over the late spring and early summer months.
 - Existing conceptual designs (Attachment E) show incised gullies that are tributaries to Mark West Creek and Porter Creek that can be filled and/or stabilized to improve water quality and quantity in Mark West Creek.
- 3. Modify relic instream structures within the Regional Park to improve fish passage for juvenile salmonids to the upstream cold-water reaches of Mark West Creek and Mill Creek.
 - Existing conceptual designs (Attachment E) show three (3) instream structures to be modified for fish passage enhancement.
- 4. Add Alternate: Develop designs for LID stormwater infiltration basins around the Park's main entrance parking lot area off Porter Creek Road.

B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER

A successful proposal will include an approach and itemized cost estimate for the following tasks. Applicants with experience designing, permitting, and implementing wetlands and in-stream restoration projects that were designed and installed within a reasonable timeframe will be preferred. The timeline of this engineering and design project is from January 2024 – May 2026.

TASK 1. PROJECT MANAGEMENT

The Design & Engineering consultant is expected to follow the project schedule and submit deliverables, reports, and invoices in a timely and effective manner.

DELIVERABLES

1.1 Coordination

- Check-in Meetings
- Schedule Tracking
- Subconsultant Coordination

1.2 Administration

- Contracting & Reporting
- Budget Tracking & Invoicing

TASK 2. TECHNICAL ADVISORY COMMITTEE (TAC)

Regional Parks will convene a Technical Advisory Committee (TAC) to review project scope and advise on goals, metrics, design, prioritization, permits, and monitoring plan. The design and engineering consultant will be expected to attend up to 4 meetings to discuss project goals, monitoring plan, and present designs at the 30% and 65% level.

DELIVERABLES:

- 2.1 Attend 1-3 field meetings to discussion project goals with TAC members, including regulatory agency representatives and partnering organizations.
- 2.2 Present at 3 virtual TAC meetings to present 30% and 65% designs, and prioritization of sites to implement.

TASK 3. PRE-DESIGN STUDIES

This task is to further investigate restoration areas identified by Regional Parks and partners to inform designs for all project areas that are feasible. This task will include pre-design surveys as needed such as: topographic and base map surveys, geotechnical borings and monitoring well installation, geotechnical engineering, hydrologic and hydraulic analysis including streamflow enhancement estimates. Groundwater and streamflow monitoring will be collected by others. Pre-design studies should be to sufficient detail to inform Task 4. Design and Engineering.

DELIVERABLES:

- 3.1 Topographic and Base Map Survey
- 3.2 Geotechnical Borings and Monitoring Well Installation
- 3.3 Hydrologic and Hydraulic Analysis

TASK 4. DESIGN & ENGINEERING

Restoration design development will include field review and agency coordination of the design components such as: wetland depression grading, planting palette, gully fill and stabilization, culvert inlet and outlet rock structures, biotechnical bank stabilization, grade control structures, concrete weir notching, infiltration basins, or rock weir backwater structures. This task will also include the development of a Basis of Design report for restoration of wetlands and seasonal tributaries.

DELIVERABLES:

- 4.1 Detailed Restoration Designs for sites selected for advancement based on the results of Task 3. Examples of what site designs might include:
 - Wetland Depression Grading
 - Planting Palette
 - Gully Fill and Stabilization
 - Culvert Inlet and Outlet Rock Structure
 - Biotechnical Bank Stabilization
 - Grade Control Structure
 - Concrete Wier Notching

- Rock Wier Backwater Structure
- Groundwater Infiltration Basin

4.2 Basis of Design Report

- 30% Design
- 65% Design
- 100% Design

TASK 5. RESOURCE SURVEYS AND TECHNICAL REPORTS, PERMITTING AND CEQA

TASK 5.1. RESOURCE SURVEYS AND TECHNICAL REPORTS

This task will include resource surveys and technical reports about the sites being designed for restoration as developed in Task 4. Resource surveys will be determined by what is needed for permit applications, and may include the following: habitat assessment, botanical survey, aquatic resource delineation, USFWS biological assessment, NMFS biological assessment, and a cultural resources technical study. In addition, a monitoring plan and metrics for project success will be established under this task.

DELIVERABLES:

Habitat Assessment, Botanical Survey, Aquatic Resource Delineation, USFWS Biological Assessment, NMFS Biological Assessment, Cultural Resources Technical Study, and Implementation Monitoring Plan.

TASK 5.2. PERMITTING AND CEQA

Permitting will include agency coordination with CDFW and RWQCB to obtain permits needed for the sites designed in Task 4. Likely the following permits will be needed: CDFW 1602 LSAA, CDFW Species Take Permit, RWQCB 401 Certification, and USACE 404 Permit. CEQA compliance will be evaluated and developed. It is expected that restoration designs will fit within the Statutory Exemption for Restoration Projects (SERP) or the State Water Board's Statewide Restoration General Order (SRGO). Under this task, CEQA documents will be coordinated and reviewed by CDFW and the Regional Water Board. There may be some overlap with Task 2: TAC presentations.

DELIVERABLES:

CDFW 1602 LSAA, CDFW Species Take Permit, RWQCB 401 Certification, USACE 404 Permit and CEQA compliance documents.

TASK 6. CONSTRUCTION DOCUMENTS

Construction documents will be developed for sites selected in Task 3 to be advanced in designed for restoration projects. This task is to bring select projects to be implementation ready. Construction documents to be developed under this task include: 30%, 65%, 90%, and 100% designs. This will include plan sets, technical specs, and cost estimates for construction of projects by contractors. Site access and

construction staging plans are important components to be included in 90% and 100% designs for them to be considered complete.

DELIVERABLES:

Plan Set, Technical Specs, and Cost Estimates will be needed for bringing selected projects to a state of readiness to bid out for construction.

- 6.1 Conceptual (30%) Design
- 6.2 Intermediate (65%) Design
- 6.3 Draft (90%) Construction Drawings
- 6.4 Final (100%) Design

C. LOCAL PREFERENCE

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: [Local Preference Policy for Services](#)

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
10/16/23	Release Request for Proposals
10/23/23	Pre-Bid Conference & Walk Through
10/24/23	Proposer's Questions Due by 5:00 p.m.
10/30/23	County's Responses to Questions Due
N/A	Demonstrations (if applicable)

11/03/23	Proposals Due by 2:00 p.m.
11/08/23	Proposals Evaluated by County
N/A	Interviews Conducted (if applicable)
12/01/23	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
12/12/23	Board of Supervisors Awards Contract <i>(subject to delay without notice to proposers)</i>

E. PRE-BID CONFERENCE

A mandatory, pre-bid conference and walk through, will be held at 10 am on October 23, 2023, at Mark West Creek Regional Park and Open Space Preserve, 3000 Porter Creek Rd, Santa Rosa, CA 95404 to discuss 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 Dawn.Gutsch@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.

H. PROPOSAL SUBMITTAL

1. FORM

Proposers must submit one (1) electronic copy to the County of Sonoma's [Supplier Portal](https://esupplier.sonomacounty.ca.gov/). 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. Please limit proposals to 50 pages or less.

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.

Additional Request for Qualifications Submittals Required

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. Three (3) 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 the project before May 15, 2026. 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 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, 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 <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 A) 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 including familiarity with the Mark West Creek Watershed, experience with habitat restoration for coho salmon including fish passage and streamflow enhancement projects and professional qualifications of the bidding consultants. Results of the implementation of restoration projects designed by the firm will also be an important consideration in evaluating proposals.
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. Demonstrated ability to perform the services described, 10%
 - b. Experience, qualifications, and expertise, 10%
 - c. Demonstrated effectiveness of completed projects, 15%
 - d. Costs relative to the scope of services 20%
 - e. A demonstrated history of completing successful projects, 30%
 - f. Willingness to accept the County's contract terms, 1%
 - g. Familiarity with Mark West Creek watershed 10%
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 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:
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

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 A 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: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

ATTACHMENTS AND EXHIBITS

Attachment A: Sample Agreement

Attachment B: Local Business Declaration for Services

Attachment C: Living Wage Solicitation Form

Attachment D: Sample Insurance Requirements

Attachment E: Conceptual Designs

Attachment F: Mark West Creek and Wetland Assessment Memo