



## County of Sonoma

### REQUEST FOR PROPOSALS WITH QUALIFICATIONS (RFP)

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

### **Supplemental Food Catering Services RFP with Qualifications**

Proposals must be received no later than 2:00 P.M. on July 9, 2025.

County of Sonoma, Department of Health Services  
Administration Division  
1450 Neotomas Ave, Suite 200  
Santa Rosa, CA 95405  
<http://sonomacounty.ca.gov/Health-Services>



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## **PART ONE – RFP INFORMATION**

### **I. INTRODUCTION/PURPOSE**

The County of Sonoma (County) Department of Health Services (Department) is inviting qualified food service providers to respond to a Request for Proposals (RFP) for Supplemental Food Catering Services. The Department is interested in securing one or more Master Service Agreement(s) for ongoing supplemental food catering services on an as needed basis for various sites and events. This RFP outlines the information necessary to understand the competitive selection process and the required documentation necessary for the submission of proposals. All interested proposers must meet the requirements specified in this RFP. Proposers must have qualified staff on hand for this project and be ready to begin work on the date this project is initiated.

The Department reserves the right to award in any manner determined to be in the best interest of the department including but not limited to issuance of an award under this RFP to a single or multiple individual(s) and organization(s), at its sole discretion. If the Department determines that no proposer meets the requirements of this RFP, the Department, at its sole discretion, reserves the right to reject any and all proposals.

The Department is an outcomes-based organization. All contracted services are required to support the Department's mission to promote, protect, and ensure access to services to support the health, recovery, and well-being of all in Sonoma County.

An extension in contract amount and term may be granted depending on available funding and contractor performance, subject to County Board of Supervisors' approval.

### **II. PROJECT BACKGROUND AND DESCRIPTION**

The Department has historically needed supplemental food catering services at various times. These services have caused the Department to contract with agencies on a one-by-one basis per need. The process of individual procurements and individual contracting practices to secure the same sort of service has proven as inefficient and produced inconsistent results. To increase efficiency, while preserving and maximizing staff time and effort, the Department is now seeking to establish a Master Agreement with one or more contractors to provide supplemental food catering services on an as-needed basis, through this RFP based on qualifications procurement process. The Master Agreement will contain dependent related and associated Task Orders that will outline assorted food catering services and will be approved between the Department and the contractor based on an initial quote request. Details on the process of Master Agreements and related Task Orders is covered later in this RFP.

Examples of historical supplemental food catering services include but are not limited to the following:

- Departmental events;
- Departmental advisory or planning committee meetings or events;

- Increased supplemental meal service for various interim shelter sites;
- Planned responses requiring supplemental food catering services at various sites; and
- Larger gatherings of County staff, stakeholders, or partner agencies.

### III. SCHEDULE

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

Date	Event
May 28, 2025	Release Request for Proposals
June 11, 2025	Optional Pre-Bid Conference
June 18, 2025	Proposer's Questions Due by 5:00 p.m.
June 25, 2025	County's Responses to Questions Due
July 9, 2025	Proposals Due by 2:00 p.m.
July 2025	Proposals Evaluated by County
TBD	Interviews Conducted (if applicable)
August 2025	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
September 2025	Board of Supervisors Awards Contract <i>(subject to delay without notice to proposers)</i>

### IV. DESIRED GOALS/OBJECTIVES

The Department seeks to establish a Master Agreement with one or more qualified, local food service contractor(s) who will provide flexible and reliable supplemental food catering services in response to the Department's dynamic needs. The overall goal is to ensure the Department has access to high-quality, pertinent, and timely meal services. Supplemental food services include hot and cold meals, for a variety of circumstances, including but not limited to supplemental interim shelters, special catered events, planned responses, or any other changing food service requirements as directed by the Department. Details of minimum qualifications and general description of scope of work follows.

### V. DEFINITIONS OF TERMINOLOGY

**Proposer:** Any person, corporation, or partnership which chooses to submit a proposal.

**Contract:** An agreement for the procurement of items of tangible personal property or services.

**Contractor/Consultant:** The proposer that will be selected to provide goods or services.

**Fiscal Year:** The County fiscal year, starting on July 1 of each year and ending June 30 of the following year.

**Mandatory:** The terms “must”, “will”, “shall”, “is required”, or “are required” identify a mandatory item or factor.

**Master Service Agreement:** A type of agreement with a selected contractor governing particular services on an as-needed basis and services requested by the Department and detailed in associated Task Orders.

**Qualified Proposer:** A Proposer is considered Qualified if they submit a proposal that satisfactorily addresses the information requested, provides evidence of sufficient organizational and financial resources to ensure viability, documentation of experienced management and trained personnel, and a narrative that provides assurance that services will adequately serve the needs of the County of Sonoma.

**Request for Proposals (RFP):** All documents, including those attached or incorporated by reference, used for soliciting proposals.

**Review Panel:** A committee composed of consumers, providers, and County staff that will be responsible for review and evaluation of the proposals received from Qualified Proposers.

**Statement of Qualification:** A required form with proposer answering specific questions which will form the basis of scoring and evaluation of all submitted proposals.

**Task Order:** An individual request for services, per event or occurrence, as requested by the Department. Each Task Order will contain its own “Not to Exceed” maximum budget amount, budget breakdown, funding sources, and scope of work. Each Task Order must fall within the governing provisions of the Master Agreement and may have its own start and end date, which must fall within the full term of the Master Agreement. A Sample Task Order form is included as Attachment C.

## VI. PROPOSER MINIMUM QUALIFICATIONS

The successful proposer(s) must possess the minimum qualifications listed below. Failure of the proposer to demonstrate that they possess these minimum qualifications may cause the proposal to not be considered for award of a contract.

- a. Experience and qualifications as a professional food services caterer.
- b. Ability to provide price quotes for food catering services as requested by the Department per event, location, or occurrence on an as-needed basis with a specific turn-around time communicated by the County.
- c. Demonstrated ability to provide culturally competent catering services per event, location, or occurrence.

- d. Sufficient English/Spanish bilingual staff to serve the needs of the Department's multilingual client populations.
- e. Ability to comply with food safety certifications and provide evidence of compliance upon request by the Department. This includes adherence to the local health department's guidelines for food service operations.
- f. Ability to prepare and deliver food in a manner that ensures its safety, including maintaining proper temperature controls for hot and cold meals.
- g. Ability to maintain minimum sufficient staffing ratios or be able to enlist staffing assistance on an as-needed basis, and as requested by the Department.

## VII. CONTRACTOR REQUIREMENTS (SCOPE OF WORK)

### A. PRE-TASK ORDER QUOTE REQUEST - DEPARTMENT STEPS

The Department will identify a need for services and submit a request for quote to the contractor. The Task Order request for quote will contain all details needed for the Contractor to properly quote and plan services, menu and costs. A Sample Task Order form is included as Attachment C. Task Order requests may include:

- Estimated number of people to be fed, or instructions on process and timing to determine number of people to be fed.
- Days of service, and/or schedule of service, if multiple days are involved.
- Times of service.
- Location(s) for catering delivery.
- Any special dietary needs and specific number of attendees requiring those needs, or instructions on process and timing to determine special dietary needs.
- Any special instructions for delivery at event location, venue specifics or availability of kitchen facilities.
- Requested service tier from the list of tier descriptions outlined below (*Tier 1, Tier 2, or Tier 3*):

#### *(1) TIER 1 CATERING SERVICES*

- Includes **one main course, one side, one drink, and necessary utensils**. (either hot or cold meals)
- Ideal for **daily basic meal service** (e.g., interim shelters).
- **Does not include serving staff time.**
- May require catering service at **multiple sites**.
- May feed **more than 10 but less than 100 attendees** per site.
- Contractor **may choose the menu per meal**.
- May involve **multiple deliveries per day**.

(2) *TIER 2 CATERING SERVICES*

- Includes **two or more courses, applicable drink(s), and utensils.** (either hot or cold meals)
- Ideal for **short-term, small-scale events (1-3 days)** (e.g., multi-day conference).
- **Does not include serving staff time.**
- Will be delivered at **one specific site.**
- Will feed **more than 100 but less than 400** attendees per site.
- May have a **requested food theme menu** (e.g., Barb-q, light lunch, sandwiches and salads).
- May include **up to two deliveries per day.**

(3) *TIER 3 CATERING SERVICES*

- Includes **customized meals for large groups, applicable drink(s), and utensils.** (either hot or cold meals)
- **Single-day event.**
- Ideal for **one-time fully customized event.**
- May **include serving staff time.**
- Hosted at **a single site with up to 500+ attendees.**
- The Department may fully **customize a requested food theme menu** in greater detail.
- May include **up to three deliveries per day.**

B. PRE-TASK ORDER QUOTE REQUEST - CONTRACTOR STEPS

- Contractor will respond to the Department with a full cost breakdown matching the Department request. The quote should include a “maximum total amount”, or “not to exceed amount”, which includes any special costs such as staff time or delivery fees, if needed.
- The Department will then issue and execute a Task Order with the Contractor containing a budget and scope matching the quote.
- The Department will assign a Task Order # to the executed Task Order.
- Contractor cannot proceed with catering service or billing for service until a fully executed Task Order is provided by the Department to Contractor.
- Contractor will not require any pre-paid fees or deposit fees.
- Contractor will reference the executed Task Order number on all invoices for services completed.

C. MEAL PREPARATION AND DELIVERY

- The contractor will be responsible for preparing both hot and cold meals as requested by the Department as outlined in the executed Task Order(s).
- Contractor is responsible for ensuring appropriate portion sizes per person/per meal.



- The contractor must ensure that meals are prepared in accordance with health and safety standards.
- Meals must be packaged appropriately to maintain food safety and quality during transport and must include appropriate utensils as needed.

The contractor will be responsible for the timely delivery of meals to locations outlined in the executed Task Order, including interim shelters, special events, and/or based on the Department's needs. Delivery must be prompt, ensuring meals are available when and where required.

**D. FLEXIBILITY AND SCALABILITY**

- The contractor must be capable of scaling meal service provision up or down, depending on the number of people served at various locations and times. This includes handling sudden increases in demand during emergencies or special events and adjusting services according to homeless shelter population changes.
- The contractor should be prepared to fulfill changing meal requirements and adapt to shifting schedules or locations on short notice as communicated by Department.

**E. MULTIPLE DELIVERY LOCATIONS**

- The contractor must be able to prepare, package, and deliver meals to various locations within the County, including both current and future homeless shelter locations, special event venues, or any other location listed within the executed Task Order.
- The contractor should be equipped to handle multiple delivery points simultaneously if needed.
- The contractor must provide any delivery fees, such as mileage and serving staff time, as a flat rate as part of their pre-task order quote.

**F. SPECIAL DIETARY NEEDS AND ACCOMMODATIONS**

- The contractor will be required to accommodate special dietary needs for various populations, including but not limited to vegetarians, individuals with food allergies, those requiring gluten-free options, and other medical and/or religious dietary requirements.
- The contractor will be required to provide menus and meal plans that meet these dietary requirements and provide clear labeling of ingredients for transparency and safety.

**G. HEALTH AND SAFETY COMPLIANCE**

- The contractor must comply with all federal, state, and local food safety regulations, including food handling, preparation, storage, sanitation, and delivery.
- The contractor must maintain necessary food safety certifications and provide evidence of compliance upon request by the Department. This includes

adherence to State and/or local health department's guidelines for food service operations.

- All food must be prepared and delivered in a manner that ensures it remains safe to consume, including maintaining proper temperature controls for hot and cold meals.

#### **H. PRICING AND COST MANAGEMENT**

- The contractor must provide clear and transparent pricing structures for the meals and related services, including a breakdown of costs associated with meal preparation, packaging, and delivery. Pricing structures should be broken out based on the menu tier(s) that the Department selects during the pre-task order process.
- Each Task Order issued under the Master Agreement will have an associated budget based on the specific scope of work and contractor quote. The contractor will be expected to track expenses related to each Task Order.
- The contractor must propose a pricing model that is competitive, cost-effective, and able to accommodate the variable needs of the Department without compromising the quality of service.
- Contractor shall make reasonable efforts to maintain stable pricing for all food and beverage items provided under the resultant Agreement. However, in the event of significant, documented increases in the cost of goods due to changes in market conditions, Contractor may request a price adjustment.

#### **I. CONTINGENCY PLANNING**

- The contractor must be capable of responding swiftly and effectively, providing meals during planned responses, public health emergencies, or other unforeseen events. This includes the ability to deploy food services with little notice and under urgent circumstances.
- The contractor should have contingency plans in place for potential disruptions to service, such as delivery delays, supply shortages, or staffing issues.

#### **J. CUSTOMER SERVICE AND COMMUNICATION**

- The contractor will be required to maintain regular communication with the Department's designated Contract Manager or specific Task Order Point-of-Contact to ensure smooth operations and quick resolution of any issues or concerns.
- The contractor must provide responsive customer service, including addressing inquiries and modifying orders as needed. The contractor should be available for coordination and troubleshooting throughout the term of the Master Agreement.
- The contractor must maintain clear and consistent documentation related to service delivery, including tracking meal orders, delivery times, and any special accommodations made.

- The Contractor shall maintain and deploy sufficient bilingual English/Spanish-speaking staff to meet the needs of the diverse populations served across all designated locations under this Master Agreement and associated Task Orders. The Contractor is expected to ensure that all staffing levels are adequate (including providing sufficient serving staff if needed) to provide seamless communication and service delivery to both English- and Spanish-speaking customers at all times. This section is intended to ensure all customers, regardless of language proficiency, receive equitable and high-quality service at all locations covered under this Master Agreement.

**K. QUALITY ASSURANCE AND REPORTING**

- The contractor will be required to implement quality assurance measures to ensure that meals meet the Department's standards for nutritional content, flavor, and presentation.
- The contractor must submit quarterly reports to the Department, detailing service performance including but not limited to, delivery schedules, any issues encountered, and corrective actions taken.
- The contractor will be expected to conduct periodic surveys or feedback mechanisms to evaluate satisfaction with the meal services provided, and shall share the results of those surveys with the Contract Manager.

**L. SUSTAINABILITY AND LOCAL SOURCING**

- The Department encourages the use of locally sourced ingredients, sustainable practices, and environmentally friendly packaging. Proposals should include any practices the contractor may have in place to reduce food waste, limit the environmental impact of packaging, use of compostable packaging products and utensils, and support local producers.
- The contractor should outline their sustainability initiatives and how they align with the Department's goals for environmental stewardship.

**M. CULTURALLY COMPETENT SERVICES**

- Potential proposers must demonstrate an ability to provide culturally competent services, with proven awareness and experience with underserved communities of Sonoma County and monolingual communities in Sonoma County.
- Proposers must provide sufficient English/Spanish bilingual staff to meet the needs of the Department's multilingual populations at various events or occurrences as directed by specific and related Task Orders.

By responding to this RFP with qualifications, the proposer must demonstrate the ability to provide all the services described above while maintaining the flexibility to meet evolving needs.

**Awardees of a Master Agreement, as a result of this solicitation, are not guaranteed in any way a maximum or minimum number of Task Orders nor a minimum total contract value.**

## 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.

## VIII. DATA AND OUTCOME REQUIREMENTS

### I. Data Tracking

The contractor, in cooperation with the Department, will establish a tracking system to ensure accurate service documentation and continuous quality improvement. Required tracking elements may include:

#### a. Meal Services Logs:

- i. Number of meals delivered per Task Order, categorized by service tier (Tier 1, Tier 2, Tier 3)
- ii. Special dietary accommodations fulfilled, with documentation of specific requests.
- iii. Proof of receipt by designated personnel with approximate time of delivery.

#### b. Service Disruptions and Corrective Actions:

- i. Any deviations from planned services such as late deliveries, missing meals, missed deliveries, or other major disruptions.
- ii. Steps taken to resolve issues and prevent recurrence.

#### c. Feedback Collection:

- i. Implementation of a client feedback mechanism including surveys or verbal check-ins.
- ii. Documentation of recurring complaints or concerns related to meal quality, service timeliness, or dietary accommodations.
- iii. Number of meals not consumed or otherwise wasted.
- iv. Number of meals with verified packaging issues.

#### d. Health and Safety Compliance:

- i. Records of food safety inspections and compliance with federal, state, and local health regulations.
- ii. Incident reports for any food safety violations or service failures.

## II. Data Metrics

The Department will work with the contractor to track and analyze the following key performance indicators for each Task Order, and may request the contractor to provide supporting information for the following areas:

- a. Service Delivery Success Rate
  - i. On-Time Delivery Rate: Percentage of meals delivered within the established time window.
  - ii. Order Fulfillment Accuracy:
    - 1. Percentage of deliveries that match the Task Order specifications.
    - 2. Percentage of deliveries that match dietary accommodations.
    - 3. Percentage of deliveries that have adequate packaging.
- b. Client Satisfaction and Cultural Competency:
  - i. Meal Quality Ratings: Percentage of positive feedback collected via surveys or on-site assessments.
  - ii. Client Accessibility and Engagement:
    - 1. Number of bilingual staff available for service coordination.
    - 2. Percentage of feedback collected from diverse populations.
    - 3. Number of meals engaging the cultural preferences of the population served.
- c. Compliance and Food Safety
  - i. Incident Rate: Number of food safety violations, delivery failures, or client complaints logged.
  - ii. Sustainability and Local Sourcing:
    - 1. Percentage of ingredients sourced locally.
    - 2. Percentage of predominantly uneaten meals wasted.

## III. Data Reports

The contractor must submit structured reports to the Department on request, ensuring transparency and accountability. Reports must be compiled using quantitative data, qualitative feedback, and supporting documentation. Requested reports may include:

- a. Quarterly Outcome Reports
  - i. Comprehensive Service Summary
    - 1. Reporting on established Data Metrics per Task order for the period being reviewed.
    - 2. Reporting on established Data Metrics as an aggregate of all Task Orders for the period being reviewed.
    - 3. Reporting on established Data Metrics as an aggregate of all Task Orders for the start of the contract through the end of the period being reviewed.

- ii. Client Satisfaction and Cultural Competency Findings
    - 1. Narrative report of feedback received, and efforts taken to address feedback for the period being reviewed.
    - 2. Narrative report of efforts taken to provide culturally competent meal services for the period being reviewed.
  - iii. Compliance and Quality Control:
    - 1. Narrative report on any incidents or service disruptions for the period being reviewed, as well as the adjustments made to resolve and/or prevent recurrence.
    - 2. Narrative report on any adjustments made to improve the sustainability impact of the services provided for the period being reviewed (e.g., local sourcing, reducing waste, packaging adjustments, etc.)
- b. Ad-Hoc Reports
  - i. Compliance Audits for health and safety inspections
  - ii. Incident specific reports detailing corrective actions
- c. Annual Community Impact Report
 

To be delivered concurrently with the fourth quarterly report of any fiscal year for which the contract is in effect.

  - i. Community Partnerships: Engagement with local ingredient vendors, farmers, and culturally relevant providers.

## IX. 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. Proposers claiming local preference must complete Proposal Form 5.

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.

No contract awarded to a local service provider or business under this policy shall be assigned or subcontracted in any manner that permits fifty (50) percent or more of the dollar value of the contract to be performed by an entity that is not a local business.

More information about the County's purchasing policies can be found on:

<http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>

## **PART TWO – PROCUREMENT PROCESS**

### **I. PRE-BID CONFERENCE**

An optional virtual pre-bid conference webinar will be held online via Zoom on Wednesday, June 11, 2025 at 11:00AM to answer questions regarding the RFP specifications and process.

#### **Pre-registration is required.**

To register for this event and receive a link to participate, click on the link below:

[https://sonomacounty.zoom.us/webinar/register/WN\\_Yz09wpk0TrOOW0FMxH7EEQ](https://sonomacounty.zoom.us/webinar/register/WN_Yz09wpk0TrOOW0FMxH7EEQ)

After registering, you will receive a confirmation email containing information about joining the pre-bid conference webinar.

### **II. WRITTEN QUESTIONS**

Proposers are required to submit any and all questions in writing per the schedule in order for staff to prepare written responses. Written responses will be shared with all potential proposers through an addendum on the County's Supplier Portal. Questions should be sent via e-mail directly to:

To: [DHS-Procurement@sonoma-county.org](mailto:DHS-Procurement@sonoma-county.org)

Subject: Supplemental Food Catering Services RFP – Questions.

Questions will not be accepted by phone.

### **III. 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 and notification given 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.
4. Any oral communication by the County's designated contact person or any other County staff member concerning this RFP with qualifications is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

#### IV. PROPOSAL SUBMISSION AND 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.

Proposers may submit proposals by either of the methods listed below.

##### A. ELECTRONIC SUBMISSION VIA THE COUNTY OF SONOMA SUPPLIER PORTAL

Submit one (1) electronic copy of the full proposal and attachments to the County of Sonoma's Supplier Portal. The link to the Supplier Portal is

<https://esupplier.sonomacounty.ca.gov/>.

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

##### B. HARD COPY SUBMISSION EITHER IN-PERSON OR BY MAIL

Submit (1) signed original, and three (3) copies of the signed proposal per the schedule or as revised by addendum. Proposals must be enclosed in a sealed envelope or package and clearly marked "Department of Health Services, Supplemental Food Catering Services RFP." Hard copy proposals shall be submitted to:

County of Sonoma, Purchasing Division  
Supplemental Food Catering Services RFP  
400 Aviation Boulevard, Suite 100  
Santa Rosa, CA 95403  
Attention: Purchasing Division

Faxed and/or emailed submissions will not be accepted.

The submission of a proposal shall be an indication that the proposer has investigated and satisfied themselves 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.

**Late proposals will not be accepted.**



## PART THREE – INSTRUCTIONS FOR PROPOSAL PREPARATION

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

### I. PROPOSAL FORMAT

The proposal must be formatted as follows:

1. Proposals should utilize the Proposal Forms provided with this RFP.
2. Any additional narrative pages submitted with the RFP packet shall use 12-point font with 1-inch margins, normal character spacing, and be no less than single-spaced, excluding attachments or additional documentation.
3. The completed proposal shall be without alterations or erasures.
4. No oral or telephonic proposals will be considered.

### II. PROPOSAL SUBMISSION REQUIREMENTS

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

#### A. PROPOSAL COVER SHEET AND CHECKLIST

Include completed Proposal Cover Sheet and Checklist - Proposal Form 1.

- a. Complete and submit Proposal Form 1 to include: the proposing agency's legal name, address, telephone number, IRS status, and type of entity; and contact information for the person(s) authorized to execute the proposed contract, and program and fiscal contacts.
- b. 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 detailed information regarding debarment/disqualification.
- c. If this is a partnership or joint venture, describe in detail how the partnership or joint venture will be organized, who will be in overall control of the program, how it will function on a day-to-day basis, what proposer will do to guarantee continuity of services.
- d. **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.
- e. Provide agency Organization Chart that identifies organization structure, staff members and titles, and key personnel who will be assigned to this program.

## B. STATEMENT OF QUALIFICATIONS FORM

Proposer will provide specific information in Proposal Form 2 concerning the agency's experience in the delivery of services described in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate.

- a. Applicants who have experience and knowledge of the following are desired;
  - Event catering services.
  - Experience working with the monolingual Spanish-speaking community.
  - Experience working with the Sonoma County homeless population at interim shelter sites.

Proposers must demonstrate knowledge of practices and how to best provide these services to catered events, including underserved communities like the Spanish speaking, monolingual and/or homeless communities of Sonoma County. Proposer will address how they will meet the Requirements listed in Part One, Section VII. Contractor Requirements by completing this form.

Proposers shall identify all subcontractors in the Supplemental Food Catering Services RFP Statement of Qualifications Form, Question 2. 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. Subcontractor shall be held to the same standards as the primary.

## C. SAMPLE MENUS

Proposer must include sample menus for each catering tier, as outlined in the Statement of Qualifications Form. The sample menu may reflect either lowest cost, highest cost, or something in between for each tier.

## D. ATTACHMENTS TO PROPOSAL

List all requested attachments to proposal in the Table of Contents. Proposal Forms not included in above sections should be included in this section.

**Proposal Form 3** - Complete and sign to indicate acceptance of, or exception to, the County's standard professional services agreement. To acknowledge willingness to accept the sample contract terms or to identify specific exceptions to the sample agreement, proposers must complete and submit this form. (Sample of the County's Professional Services Agreement is included as Attachment A)

**Proposal Form 4** - Complete and sign to indicate willingness and ability to meet the County's insurance requirements as specified in Attachment B. (Sample Insurance Requirements are included as Attachment B)

**Proposal Form 5** - Statement that proposer claims entitlement to the County's Local Preference Policy for Services and has a valid physical address located within Sonoma

County from which proposer 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 (if applicable).

**E. ADDITIONAL INFORMATION**

Include any other information proposer believes to be pertinent but not required.

## **PART FOUR – PROPOSAL EVALUATION PROCESS**

### **I. PROPOSAL REVIEW AND AWARD PROCESS OVERVIEW**

All proposals received by the specified deadline will be reviewed by the County for content, including, but not limited to, cost, related experience and professional qualifications of the proposers.

The evaluation and scoring component for this RFP will consist of two phases:

- a. A review conducted by County staff to ensure that each proposal meets the minimum qualifications for proposal acceptance outlined below.
- b. Evaluation and scoring of each proposal by a review committee.

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.

The County may negotiate modification after the bid/proposal has been selected to assure that all necessary program requirements are covered before the contract is signed.

The selected proposal shall be used as the basis for negotiating the contract's scope of work and budget.

### **II. PROPOSAL DISQUALIFICATION**

Any proposal may be disqualified prior to scoring if:

- a. The proposal is received at any time after the exact time and date set for receipt of proposals.
- b. The proposal is incomplete or fails to meet the minimum qualifications as stated in the RFP with qualifications.

In the event a proposal is disqualified as described above, written notification will be mailed to the proposer describing the reasons for disqualification.

### **III. MINIMUM QUALIFICATIONS**

County staff will evaluate all proposals received for the following minimum qualifications on a "pass/fail" basis:

- a. The proposal was submitted by the closing time and date.

- b. The proposal was prepared in accordance with the Proposal Submission Requirements.
- c. Proposer has filed its formation document with its respective Secretary of State and is authorized to carry out business activities.
- d. Proposer is not on a federal debarment list. ([www.sam.gov](http://www.sam.gov))

Only those proposals meeting the minimum qualifications may be forwarded for evaluation and scoring by the review committee.

#### IV. PROPOSAL REVIEW COMMITTEE

A review committee will score each and every response that meets the minimum qualifications. As part of the evaluation and scoring process, the review committee may decide to interview proposers in person, via phone or by web-based applications. Travel or other expenses incurred by proposers will not be covered for interviews.

When qualifications are being scored and agreement award recommendations are being made, the review committee can only base their scoring and subsequent recommendations on the information contained in the original responses. The review committee members cannot make assumptions, nor consider their personal knowledge or experience, regarding the proposing agencies and/or proposed services. In order to ensure that all proposing agencies are reviewed in a fair and equitable manner and to ensure that no agency is given unfair advantage, the scores and recommendations are based solely on the responses that are submitted and the manner in which those proposals address the requirements of the RFP.

#### V. EVALUATION AND SCORING

A proposal evaluation system, which includes a point system for rating each proposal, will be used to review all proposals that meet minimum qualifications. All scoring will be based on criteria listed below and answers completed in the Supplemental Food Catering Services RFP Statement of Qualifications (SOQ) Form. This system will ensure uniformity in evaluating proposals and will identify the rationale for funding recommendations. Proposals will be evaluated using the following criteria:

SOQ 1. Minimum Qualifications – 5 Points

SOQ 2.a. Tier 1 Lowest Cost – 10 Points

SOQ 2.b. Tier 1 Highest Cost – 10 Points

SOQ 3. Tier 1 Sample Menu – 5 Points

SOQ 4.a. Tier 2 Lowest Cost – 10 Points

SOQ 4.b. Tier 2 Highest Cost – 10 Points

SOQ 5. Tier 2 Sample Menu – 5 Points

SOQ 6.a. Tier 3 Lowest Cost – 10 Points

- SOQ 6.b. Tier 3 Highest Cost – 10 Points
- SOQ 7. Tier 3 Sample Menu – 5 Points
- SOQ 8. Meal Preparation and Delivery – 10 Points
- SOQ 9. Flexibility and Scalability – 20 Points
- SOQ 10. Multiple Delivery Locations – 10 Points
- SOQ 11. Special Dietary Needs and Accommodations – 5 Points
- SOQ 12. Health and Safety Compliance – 5 Points
- SOQ 13. Pricing and Cost Management – 5 Points
- SOQ 14. Contingency Planning – 5 Points
- SOQ 15. Customer Service and Communication – 5 Points
- SOQ 16. Quality Assurance and Reporting – 5 Points
- SOQ 17. Sustainability and Local Sourcing – 5 Points
- SOQ 18. Culturally Competent Services – 10 Points
- SOQ 19. Identification of Subcontractor(s) – 10 Points
- SOQ 20. Additional Costs – 5 Points

***Maximum Total Points Possible = 180***

## **VI. FINALIST INTERVIEWS**

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

## **VII. SELECTION CONDITIONS**

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.

#### A. ADDITIONAL INFORMATION

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.

#### B. ERRORS AND CORRECTIONS

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.

#### C. SELECTION

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 at any time, including, without limitation, County's desire to enter into cooperative purchasing agreements with any other public agency. Selection or award pursuant to this RFP does not obligate the County to enter into an agreement with the selected proposer. The County reserves the right, at its sole discretion, to refrain from executing a contract for any reason, including but not limited to funding availability, legislative or regulatory changes, or a determination that contracting is not in the County's best interest.

#### D. NOTIFICATION OF RFP RESULTS

All proposers responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.

RFP results and information regarding the selected firm(s) will be posted on the [Department of Health Services website](#) providing notification to all interested parties.

#### E. BOARD OF SUPERVISORS

Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, however, the Board is not bound to accept the recommendation or award the project to the recommended firm.

## PART FIVE – GENERAL INFORMATION

### I. RULES AND REGULATIONS

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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:

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

- G. Requests for records related to this RFP must be submitted using the DHS Public Records Act eForm, which may be found at: <https://sonomacounty.ca.gov/health-and-human-services/health-services/about-us/health-services-public-records-request>

## **II. 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.

## **III. 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.



#### **IV. STATUS OF CONTRACTOR**

The successful proposer will at all times remain to the County, a wholly independent contractor. Neither the County nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the County for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the County. The County has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The County is not responsible or liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the County harmless for all taxes and penalties that may be assessed against the County because of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

#### **V. 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.

#### **VI. OTHER AGENCIES PROCUREMENTS**

The County of Sonoma is soliciting proposals from qualified proposers. 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.

## **VII. 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 proposal.

## **VIII. 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.

## **IX. 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.

## **X. PROTEST PROCESS**

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Protests-and-Appeals/>

## **XI. 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: <https://sonomacounty.ca.gov/living-wage-self-certification-for-suppliers>

## **PART SIX – FORMS**

### **I. REQUIRED PROPOSAL FORMS**

In addition to the contractor's proposal, the following Proposal Forms are required and must be submitted with the original proposal. Templates of the following Proposal Forms are located under the references for this RFP through the Sonoma County Supplier Portal

Proposal Form 1: Proposal Cover Sheet

Proposal Form 2: Statement of Qualifications

Proposal Form 3: Attestation Regarding County Contract

Proposal Form 4: Acceptance of County Insurance Requirements

Proposal Form 5: Declaration of Local Business for Services (If applicable)

### **II. ATTACHMENTS AND EXHIBITS**

Attachment A: Sample Master Agreement

Attachment B: Sample Insurance Requirements

Attachment C: Sample Task Order

Attachment D: Sample Invoice Template

COUNTY OF SONOMA  
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2025 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and \_\_\_\_\_ (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified meal service provider, experienced in the preparation of meals, meal delivery, and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to use the services of Contractor to prepare and deliver meals.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services

1.1. Contractor's Specified Services

Contractor shall perform meal preparation and delivery services, and other related services as requested by the County of Sonoma Department of Health Services (DHS) as DHS in its sole discretion deems appropriate. All work shall be issued incrementally with a documented scope and budget in the form of a Task Order which shall be approved by the Director of Health Services for tasks up to, but not to exceed \$ \_\_\_\_\_ per year for a cumulative total of \$ \_\_\_\_\_. All Task Orders over the \$ \_\_\_\_\_ cumulative total will be approved by the Board of Supervisors. The County does not guarantee any minimum or maximum of work under this Agreement. Contractor shall receive compensation in the amount set forth by each Task Order and to the extent applicable, according to the schedule of rates and costs attached hereto and incorporated herein as Exhibit "B" by this reference (hereinafter "Fee Schedule"). In the event of a conflict between the body of this Agreement and Exhibit B, the provisions in the body of this Agreement shall control. Although Contractor selected under Request for Proposal SC001-\_\_\_\_, Supplemental Food Services, is considered pre-qualified to provide consulting services for a certain range of County projects, the County makes no representation or warranty as to the frequency, number, or types of projects that will be assigned to the Contractor. County reserves the right to request fee proposals from one or more pre-qualified contractors for the same scope of services. Services shall be performed within specified times and dates and pursuant to Article 7, Prosecution of Work.

1.2. Cooperation With County

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a

material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein:

- Exhibit A. Task Orders
- Exhibit B. Fee Schedule
- Exhibit C. Insurance Requirements
- Exhibit D. Task Order Template

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1. Payment for Services

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis as the parties may stipulate in the Task Order. Each Task Order shall set forth the payment structure for the services therein contemplated. Contractor shall submit its bills in arrears monthly in a form approved by County's Auditor and the Head of the County

Department receiving the services. The services performed on a time and materials/expense basis shown on the bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the employee name and the hourly rate or rates of the persons performing the task(s); (iv) specific site location and assignment; (v) dates/days worked; and (vi) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. Reimbursable expenses may include printing, postage and out of state travel as in any approved Task Order.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Payments shall be made only upon the satisfactory completion of the services and review of invoices for completeness as determined by County. In the event of a conflict between the body of this Agreement and Exhibit A or Exhibit B, the provisions in the body of this Agreement shall control.

#### 2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$ \_\_\_\_\_ under the terms and conditions of this Agreement.

#### 2.3. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this Agreement for payment and reporting to the California Franchise Tax Board if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or partnership with a permanent place of business in California, (3) a corporation/LLC or partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed California Form 587 be provided by Contractor in order for payments to be made. If Contractor is qualified, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

#### 2.4. Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

#### 2.5. Disallowance of Payment

In the event that Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon

request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

## 2.6. Budget Line Amendments

County Department of Health Services Director is authorized to approve and execute a “Budget Revision Form”, which revises program funds in the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County’s maximum payment obligation as set forth in Article 2 (Payment) of this Agreement.

## 2.7. Federal Funding

This Section 2.7 is applicable if all or part of this Agreement will be paid with federal awards.

### 2.7.1. Required Information

As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

- a. CFDA Number: n/a
- b. CFDA Title: n/a
- c. Federal Agency: n/a
- d. Award Name: n/a
- e. Federal Award(s) Amount: n/a
- f. Unique Entity Identifier (UEI/DUNS Number): n/a

### 2.7.2. Title 2 Code of Federal Regulations Part 200

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter “2 CFR Part 200”). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$1,000,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor’s fiscal year-end.

Contractors with an approved federally recognized indirect cost rate negotiated with the Federal Government shall provide certification of the federally recognized rate to County. Contractors who do NOT have an approved federally recognized indirect cost rate shall be capped at the de minimis rate as defined by the Federal Government. If Contractor wishes to use an allocation basis other than the standard methodology, Contractor must obtain County’s prior approval.

Questions regarding 2 CFR Part 200 can be directed to County’s Auditor-Controller-Treasurer-Tax Collector’s Office – General Accounting Division.

### 2.7.3. Audits

Contractor agrees that all expenditures of state and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, state agencies, and/or

federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14-days' notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200, which applies to non-profit organizations.

2.7.4. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by County, state agencies, and/or federal agencies to the working papers of the external independent auditor.

2.7.5. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 7 years from the date of the audit report, unless the auditor is notified in writing by County, a state agency, and/or a federal agency to extend the retention period.

2.7.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Contractor under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to the program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

3. Term of Agreement

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Termination

4.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days advance written notice to Contractor.

4.2. Termination for Cause

Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement,



and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

#### 4.4. Payment Upon Termination

Upon termination of this Agreement by County, Contractor shall be entitled to receive, as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

#### 4.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Department of Health Services' Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

#### 4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.7 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

#### 4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state and/or federal agency and/or other funder(s) reduces, withholds, or terminates funding which County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

### 5. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Article apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal

counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

#### 6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit C (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

#### 7. Prosecution of Work

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

#### 8. Authorization of Work

##### 8.1. Task Orders

The Director of Health Services is authorized to execute Task Orders under this Agreement, which shall define a distinct scope of services and a budget for those services.

##### 8.2. Changed Work

All changes to this Agreement, or to any Task Order executed hereunder, may be authorized only by written amendment to this Agreement or the relevant Task Order, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement or increase the amount paid for any Task Order beyond the limit set forth in Section 1.1, may be executed by the Director of Health Services in a form approved by County Counsel. The Board of Supervisors must authorize all other changes to the terms or conditions of this Agreement. The parties expressly recognize that, subject to the authority to execute Task Orders pursuant to Sections 1.1 and 8.1, and pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

#### 9. Representations of Contractor

##### 9.1. Standard of Care

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be

performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

#### 9.2. Status of Contractor

The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

#### 9.3. No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the "List of Parties Excluded from Federal Procurement or Non-Procurement Programs" issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

#### 9.4. Taxes

Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

#### 9.5. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records, and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least 7 years following the close of County and state fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all issues that might arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

#### 9.5.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.

Contractor agrees to comply with all requests for information from the County necessary to fulfill the County's reporting obligations. This includes providing any reports prepared by the Contractor or its subcontractors, consultants, and agents, as well as any data or documentation required by the County. All information must be provided in a timely and accurate manner to ensure compliance with applicable reporting requirements.

#### 9.6. Conflict of Interest

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

#### 9.7. Statutory Compliance/Living Wage Ordinance

Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this 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 Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

#### 9.8. Nondiscrimination

Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status,

age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9. AIDS Discrimination

Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents which have not already been provided to County in such form or format as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12. Authority

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13. Sanctioned Employee

Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to monthly review said state and federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), Contractor agrees to

assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder, including, but not limited to, County's policies and procedures, manuals, programs, and processes related to selection, retention, credentialing and recredentialing providers, utilization management, quality management, compliance, grievances, appeals, and expedited appeals, advanced directives, and administrative manual.

9.15. Confidentiality

Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Section 9.15 shall survive termination of this Agreement.

9.16. Lobbying

If any federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.17. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

9.18. Licensure and Staffing

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement. A copy of each such licenses, permits, and certificates shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, and/or certificates in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County. Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement.

#### 9.19. Charitable Choice/Faith-Based Organizations

Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (i) the funds are made available on an equal basis for programs or services affiliated with non-religious organizations; (ii) the program funded does not have the substantial effect of supporting religious activities; (iii) the funding is indirect, remote, or incidental to the religious purpose of the organization.

Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization that (i) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (ii) will use the funds for a religious purpose; (iii) will use the funds for a program or service that subjects its participants to religious education.

Contractor agrees and acknowledges that all recipients of funding from County must (i) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, Section 8 and Article XVI, Section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (ii) segregate such funding from all funding used for religious purposes.

#### 10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other party may in writing demand adequate assurance of due performance, and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

#### 11. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other party, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

#### 12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County:	To Contractor:

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

### 13. Miscellaneous Provisions

#### 13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

#### 13.2. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

#### 13.3. Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

#### 13.4. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

#### 13.5. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the City of Santa Rosa or the forum nearest to the City of Santa Rosa in the County of Sonoma.

#### 13.6. Captions

Any captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.



### 13.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

### 13.8. Survival of Terms

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

### 13.9. Time of Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

### 13.10. Counterparts and Electronic Copies

The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execute this Agreement by electronic means.

## 14. Required Contract Provisions

Task Orders may require additional contract language based upon the content of the work to be performed thereunder, or the funding intended by the County for such work. Any Task Order shall contain any required federal contract provisions, and any terms required on the basis of Labor Code Section 1720 et seq., including but not limited to such terms as are listed in the Task Order Template attached as Exhibit D. For the purposes of compliance with the California Labor Code, each Task Order containing prevailing wage requirements shall be treated by Contractor as a separate contract with respect to any requirements therein articulated. Contractor agrees and understands that the issuance of any Task Order that requires such federal or prevailing wage terms, as determined in the sole discretion of County, shall be conditioned upon Contractor's agreement to comply with all such terms, including contract registration.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**CONTRACTOR:**

\_\_\_\_\_  
Name, Title  
Organization

\_\_\_\_\_  
Dated

**COUNTY OF SONOMA:**

Approved; Certificates of Insurance on File with County:

\_\_\_\_\_  
Nolan Sullivan, Director  
Department of Health Services

\_\_\_\_\_  
Dated

Approved as to Substance:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Dated

Approved as to Substance:

\_\_\_\_\_  
Division Director or Designee

\_\_\_\_\_  
Dated

Approved as to Form:

\_\_\_\_\_  
Sonoma County Counsel

\_\_\_\_\_  
Dated

Approved as to Substance:

\_\_\_\_\_  
Privacy & Security Officer

\_\_\_\_\_  
Dated

### **Exhibit A. Task Orders**

This Exhibit A (Task Orders) includes the following, which are herein incorporated by reference:

- Exhibit A.1 Task Order # 1- Tier 1 Catering Services
- Exhibit A.2 Task Order # 2- Tier 2 Catering Services
- Exhibit A.3 Task Order # 3- Tier 3 Catering Services

SAMPLE

## EXHIBIT D. TASK ORDER TEMPLATE

TASK ORDER # \_\_\_\_

<TYPE OF SERVICE>

### OVERVIEW

Effective <DATE OF AWARD OF MASTER AGREEMENT>, <NAME OF CONTRACTOR> (“Contractor”) and the County of Sonoma (“Owner”) entered into an Agreement for <TITLE OF MASTER AGREEMENT SERVICES> (the “Master Agreement”). Pursuant to Section 1.1 of the Master Agreement, Contractor and County may execute task orders by which County requests and Contractor agrees to perform certain professional services. This “Task Order # \_\_\_\_” is entered into between County and Contractor pursuant to the Master Agreement for Contractor to provide <DESCRIPTION OF SERVICES> Services for the County of Sonoma Department of Health Services. The terms of the Master Agreement shall control all work performed hereunder.

### SCOPE OF SERVICES

At the direction of the County, Contractor shall provide <DESCRIPTION OF THIS PARTICULAR TASK ORDER SERVICES> Task Order shall include, but is not limited to:

- <BULLETED SOW LIST OF SERVICES PROVIDED>

Contractor shall perform work only upon the express direction of the County.

### COMPENSATION FOR SERVICES

The County of Sonoma shall compensate <NAME OF CONTRACTOR> for services and associated expenses, provided under this Task Order # \_\_\_\_, on a time-and-materials/expense basis in an amount not-to-exceed <DOLLAR AMOUNT WRITTEN OUT> (\$<DOLLARS>) in accordance with the Contractor’s Billing Rate Schedule included as Exhibit B (Fee Schedule). The fees as stated shall not be exceeded without the prior written authorization from the County.

<ADD ALL FEDERAL, STATE, FEMA OR OTHER GRANT REQUIRED PROVISIONS TO THIS SECTION WHICH PERTAIN TO THIS PARTICULAR TASK ORDER>

## Exhibit B: Sample Insurance Requirements

### Exhibit \_\_. County's Insurance Requirements

(Template 3 – Rev 2023 Jul 14)

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

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

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

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

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

#### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

## Exhibit B: Sample Insurance Requirements

- d. **"County of Sonoma, its Officers, Agents, and Employees"** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
  - e. The insurance provided to the additional insureds shall be primary to, and non contributory with, any insurance or self-insurance program maintained by them.
  - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
  - g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - h. Required Evidence of Insurance: Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
  - b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
  - c. Insurance shall cover hired and non-owned autos.
  - d. Required Evidence of Insurance: Certificate of Insurance.
4. Standards for Insurance Companies
- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
5. Documentation
- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
  - b. The name and address for Additional Insured endorsements and Certificates of Insurance is:  
  
**County of Sonoma, its Officers, Agents, and Employees**  
**Attn: DHS – Contract & Board Item Development Unit**  
**1450 Neotomas Avenue, Suite 200**  
**Santa Rosa CA 95405**  
**Email: DHS-Contracting@sonoma-county.org**
  - c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

## Exhibit B: Sample Insurance Requirements

- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

### 6. Policy Obligations

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

### 7. Material Breach

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

## DEPARTMENT OF HEALTH SERVICES

MASTER AGREEMENT NUMBER: \_\_\_\_

TASK ORDER # \_\_\_\_

<TYPE OF SERVICE>

### OVERVIEW

Effective <DATE OF AWARD OF MASTER AGREEMENT>, <NAME OF CONTRACTOR> (“Contractor”) and the County of Sonoma (“Owner”) entered into an Agreement for <TITLE OF MASTER AGREEMENT SERVICES> (the “Master Agreement”). Pursuant to Section 1.1 of the Master Agreement, Contractor and County may execute task orders by which County requests and Contractor agrees to perform certain professional services. This “Task Order # \_\_\_\_” is entered into between County and Contractor pursuant to the Master Agreement for Contractor to provide <DESCRIPTION OF SERVICES> Services for the Sonoma County Department of Health Services. The terms of the Master Agreement shall control all work performed hereunder.

### SCOPE OF SERVICES

At the direction of the County, Contractor shall provide <DESCRIPTION OF THIS PARTICULAR TASK ORDER SERVICES> Task Order shall include, but are not limited to:

- <BULLETED SOW LIST OF SERVICES PROVIDED>

Contractor shall perform work only upon the express direction of the County.

### COMPENSATION FOR SERVICES

The County of Sonoma shall compensate <NAME OF CONTRACTOR> for services and associated expenses, provided under this Task Order # \_\_\_\_, on a time-and-materials/expense basis in an amount not-to-exceed <DOLLAR AMOUNT WRITTEN OUT> (\$<DOLLARS>) in accordance with the Contractor’s Billing Rate Schedule included as *Exhibit A, Schedule of Fees*. The fees as stated shall not be exceeded without the prior written authorization from the County.



EXHIBIT 1 to TASK ORDER

<ADD ALL FEDERAL, STATE, FEMA OR OTHER GRANT REQUIRED  
PROVISIONS TO THIS SECTION WHICH PERTAIN TO THIS PARTICULAR  
TASK ORDER>

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE  
REVIEWED, ON FILE, AND APPROVED  
AS TO SUBSTANCE FOR COUNTY:

By: \_\_\_\_\_

Department Director or Designee

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

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_

County Counsel

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

EXECUTED BY:

By: \_\_\_\_\_

Tina Rivera, Director  
Department of Health Services

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

Agency Name

INVOICE

Agency Address  
Agency City, St, Zip Code  
Agency Phone: (xxx) xxx-xxxx

**BILL TO**  
Sonoma County Department of Health Services  
Attn: Accounts Payable  
1450 Neotomas Ave  
Santa Rosa, CA 95409  
(707) 565-4700  
[DHS.Fiscal@sonoma-county.org](mailto:DHS.Fiscal@sonoma-county.org)

<b>INVOICE #</b>	<b>DATE</b>
Agency Invoice #	
<b>CUSTOMER ID</b>	<b>TERMS</b>
DHS Customer ID #	Net 30

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-

Thank you for your business!

SUBTOTAL	-
TAX RATE	
TAX	-
<b>TOTAL</b>	<b>\$ -</b>

Agency or Individual's Legal Name: \_\_\_\_\_

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

State Employer Tax #: \_\_\_\_\_

IRS Status: \_\_\_\_\_

Agency Unique Entity Identifier (UEI) / DUNS #: \_\_\_\_\_

Person authorized to execute contract (Name, Title, Phone Number, and Email)

Program Contact Name, Phone Number, and Email Address:

Fiscal Contact Name, Phone Number, and Email Address:

☐ Corporation or Partnership

☐ Private Non-Profit

☐ Public Non-Profit

☐ Sole Proprietorship

1. Has your agency/organization been debarred or disqualified as a supplier or vendor for any federal, state or local entities? ☐ Yes ☐ No
- a. If yes, describe the nature of the debarment/disqualification, including where and how to find such detailed information.

2. Is this a partnership or joint venture? ☐ Yes ☐ No
- a. If yes, describe in detail how the partnership or joint venture will be organized, who will be in overall control of the program, how it will function on a day-to-day basis, what proposer will do to guarantee continuity of services.

3. Provide three (3) references.

- a. Reference #1:

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

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Provide a brief summary of similar services provided.

- b. Reference #2:

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

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Provide a brief summary of similar services provided.

- c. Reference #3:

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

Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Provide a brief summary of similar services provided.

**Certification**

*To the best of my knowledge and belief, all information in this proposal is true and correct. The document has been duly authorized by the Governing body of the Proposer and the Proposer will comply with all of the requirements of the RFP if an agreement is awarded.*

---

Typed Name of Authorized Representative

---

Title

---

Signature

---

Date**PROPOSAL CHECKLIST**

All items must be included in response to the Request for Proposals in order to meet minimum qualifications unless otherwise noted. Please organize proposal materials in the order listed below.

- A. Proposal Form 1: Proposal Cover Sheet and Checklist (these 4 pages) ☐
- B. Proposal Form 2: Statement of Qualifications Form ☐
- C. Sample Menus ☐
- D. Attachments to Proposal
  - a. Proposal Form 3: Attestation Regarding County Contract ☐
  - b. Proposal Form 4: Acceptance of County Insurance Requirements ☐
  - c. Proposal Form 5: Declaration of Local Business for Services ☐
  - d. Signed Addendum(a) ☐
- E. Additional Information ☐

## SUPPLEMENTAL FOOD CATERING SERVICES RFP STATEMENT OF QUALIFICATIONS FORM

### **This form is required.**

Please make sure you answer each and every question fully, and that your answer stays within the maximum number of words allowed.

1. Please describe in the space provided, how your agency meets the qualifications of this RFP as detailed in Section VI. Proposer Minimum Qualifications?
  
  
  
  
  
  
  
  
  
  
2. Please provide your lowest cost per meal and your highest cost per meal for a Tier 1 catering request as detailed in Part One Section VII. Contractor Requirements, Part A Pre-Task Order Quote Request – Department Steps.
  - a. Minimum Lowest Cost Tier 1: \$\_\_\_\_\_ per meal.
  - b. Maximum Highest Cost Tier 1: \$\_\_\_\_\_ per meal.
  
3. Please attach a sample menu for a Tier 1 catering request. The sample menu may reflect either lowest cost, highest cost, or something in between.
  
4. Please provide your lowest cost per meal and your highest cost per meal for a Tier 2 catering request as detailed in Part One Section VII. Contractor Requirements, Part A Pre-Task Order Quote Request – Department Steps.
  - a. Minimum Lowest Cost Tier 2: \$\_\_\_\_\_ per meal.
  - b. Maximum Highest Cost Tier 2: \$\_\_\_\_\_ per meal.
  
5. Please attach a sample menu for a Tier 2 catering request. The sample menu may reflect either lowest cost, highest cost, or something in between.
  
6. Please provide your lowest cost per meal and your highest cost per meal for a Tier 3 catering request as detailed in Part One Section VII. Contractor Requirements, Part A Pre-Task Order Quote Request – Department Steps.
  - a. Minimum Lowest Cost Tier 3: \$\_\_\_\_\_ per meal.
  - b. Maximum Highest Cost Tier 3: \$\_\_\_\_\_ per meal.

Proposal Form 2

7. Please attach a sample menu for a Tier 3 catering request. The sample menu may reflect either lowest cost, highest cost, or something in between.
8. In the space provided, describe how your agency meets the qualifications of Part One Section VII. Contractor Requirements, Part C Meal Preparation and Delivery?
9. In the space provided, describe how your agency meets the qualifications of Part One Section VII. Contractor Requirements, Part D Flexibility and Scalability? Particularly describe how your agency will handle logistical challenges like changing guest counts, or multiple locations.
10. In the space provided, describe how your agency meets the qualifications of Part One Section VII. Contractor Requirements, Part E Multiple Delivery Locations?
11. In the space provided, describe how your agency meets the qualifications of Part One Section VII. Contractor Requirements, Part F. Special Dietary Needs and Accommodations?



12. In the space provided, describe how your agency meets the qualifications of Part One Section VII. Contractor Requirements, Part G. Health and Safety Compliance?

13. In the space provided, describe how your agency meets the qualifications of Part One Section VII. Contractor Requirements, Part H. Pricing and Cost Management?

14. In the space provided, describe how your agency meets the qualifications of Part One Section VII. Contractor Requirements, Part I. Contingency Planning?

15. In the space provided, describe how your agency meets the qualifications of Part One Section VII. Contractor Requirements, Part J Customer Service and Communication?

16. In the space provided, describe how your agency meets the qualifications of Part One Section VII. Contractor Requirements, Part K. Quality Assurance and Reporting?
17. In the space provided, describe how your agency meets the qualifications of Part One Section VII. Contractor Requirements, Part L. Sustainability and Local Sourcing?
18. In the space provided, describe how your agency meets the qualifications of Part One Section VII. Contractor Requirements, Part M. Culturally Competent Services?
19. Please describe in the space provided if your agency will be self-performing these services or will be utilizing a subcontractor or subcontractors for any part of service? Refer to RFP Part Three Section II.B Identification of Subcontractors.
20. In the space provided, describe any additional costs your agency would bill, if any, such as delivery fees, staff time hourly costs, or indirect costs. You may also provide a short table as a separate document attached to this Questionnaire.

## Attestation Regarding County Contract

Successful proposers are required to enter into a contract with the County of Sonoma.

Please review the attached Sample County Contract and related Special Terms and Conditions exhibits, complete the following responses, and submit signed form with your Proposal:

1. I have reviewed the Sample County Contract and Special Terms and Conditions exhibits on behalf of my agency.  
☐ Yes ☐ No
2. Should my agency's application be approved for funding, we will be willing to enter into a contract with the County of Sonoma under the terms outlined in the Sample County Contract and Special Terms and Conditions exhibits, including insurance requirements.  
☐ Yes (If "Yes", skip to #4.)  
☐ No
3. If "No", identify any terms in the Sample County Contract that you would propose changing and how:
4. By signing below, I certify that:
  - I have read the Sample County Contract and Special Terms and Conditions exhibits.
  - I either:
    - a) Agree to enter into a contract with the County of Sonoma under the terms outlined therein, or
    - b) Have herein identified in #3 above any terms within the Sample County Contract that we would propose changing and how.

**SIGNATURE** *(Must be signed by an individual with the legal authority to enter into a contract with the County of Sonoma on behalf of the proposer)*

---

Authorized Signature

Printed Name

Title

Date

## Acceptance of County Insurance Requirements

Successful proposers are required to enter into a contract with the County of Sonoma and carry insurance that meets all County requirements.

Please review the Insurance Requirements attached, complete the following responses, and submit signed form with your Proposal:

1. I have reviewed the Insurance Requirements on behalf of my agency.  
☐ Yes                      ☐ No
  
2. Should agency's proposal be approved for funding, agency will acquire and maintain insurance that meets the County requirements and provide such documentation of insurance to the County on an annual basis.  
☐ Yes  
☐ No
  
3. By signing below, I certify that:
  - I have read the County Insurance Requirements.
  - Agree to all conditions stated in County Insurance Requirements

**SIGNATURE** *(Must be signed by an individual with the legal authority to enter into a contract with the County of Sonoma on behalf of the proposer)*

---

Authorized Signature

Printed Name

Title

Date



**COUNTY OF SONOMA**

**Sonoma County Public Infrastructure Purchasing Division**

2300 COUNTY CENTER DRIVE, SUITE A208  
SANTA ROSA, CALIFORNIA 95403  
(707) 565-2433 Fax: (707) 565-6107

**DECLARATION OF LOCAL BUSINESS FOR SERVICES**

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma [Local Preference Policy for Services](#).

In order to qualify for this preference, a business must meet *all* of the following criteria:

1. For businesses with a location in a city within Sonoma County, a valid business license if required by the city; and
2. A valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as set forth in the County of Sonoma Local Preference Policy for Services.

All information submitted is subject to investigation as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will cause the rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: \_\_\_\_\_

2. Physical address of the principal place of business:

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

3. Business license issued by incorporated city within the County:

License Number \_\_\_\_\_ Issued by: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_