

AGREEMENT FOR LEGAL SERVICES
INVESTIGATIVE SERVICES RFP 2022

This Agreement dated as of **October 1, 2022** ("Effective Date"), is made by and between the County of Sonoma ("County") and _____ ("Attorneys"). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

R E C I T A L S

WHEREAS, Attorneys have significant experience in conducting employment-related investigations and providing legal consulting services; and

WHEREAS, the County of Sonoma County Counsel and the County of Sonoma Director of Human Resources have determined that it is necessary and desirable to employ the services of Attorneys to provide investigative services for County Departments on an as-needed basis that consist of performing investigations and related work that may cover a broad range of employment issues, including, but not limited to: equal employment opportunity (EEO), conduct investigations and potential disciplinary action, liability, and related services; and

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

A G R E E M E N T

Services. Attorneys will provide to County of Sonoma County Counsel and the County of Sonoma Human Resources Department ("hereinafter collectively, "the County") the investigative and legal services and legal advice described in **Exhibit A**, which is attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), within the times or by the dates provided for in **Exhibit A** and pursuant to Section 7, "Prosecution of Work." Attorneys shall use its employment law and investigation expertise to assist the County in determining the issues to be investigated and to conduct impartial fact-finding. The investigation, communications, services, reports and findings rendered by Attorneys shall be furnished under the attorney-client privilege and work product doctrine. All such communications, documents, reports and the like shall be protected by the attorney-client privilege and work product doctrine until such time as the County decides to waive such privilege (if at all). In the event of a conflict between the body of this Agreement and **Exhibit A**, the provisions in the body of this Agreement shall control.

1. Provide data breach reporting legal advice and assistance to County and shall perform the services described in **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter "Scope of Work,") and within the times or by the dates provided therein.
2. Compensation. Compensation to Attorneys for services shall be at the rates set forth in **Exhibit B**, attached hereto and incorporated herein, provided, however, that total payments hereunder shall not exceed **\$375,000.00 per contract year**. The rates set forth in **Exhibit B** shall not be adjusted without a formal amendment to this Agreement. Payment of fees are due within 30 days of the receipt of a billing statement.
3. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on **September 30, 2025**.
4. Standard of Care. County has relied on the professional ability, professional experience, and training of Attorneys as a material inducement to enter into this Agreement. Attorneys warrant that all work will be performed 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 by County of work performed by Attorneys shall not operate as or be interpreted to be a waiver or release.

5. Billing and Timekeeping. Duplicate billing statements shall be provided on a monthly basis, one copy to the Human Resources Department and one copy to County Counsel's office, and shall include the following information:
 - a. The date and time spent performing services. Minimum billing times shall not exceed one-tenth of an hour.
 - b. Summary description of the services performed regarding the designated matter, with a separate time allocation for each function (e.g., telephone calls, research, drafting);
 - c. Separate itemization of non-legal costs by type.
 - d. Total fees and costs of the matter to date.
 - e. For any extraordinary expenses, the invoice must include the date and who gave prior approval for incurring such expense.
 - f. All invoices submitted must include the following statement signed by the firm's supervising attorney:

"I have personally examined this billing statement. All entries are in accordance with the Agreement for Legal Services, are correct and reasonable for the services performed and the costs incurred, and no item on this statement has been previously billed to the County."
6. Non-Reimbursable Services. Attorneys shall not be reimbursed for any of the following expenses:
 - a. Travel expenses, except to the extent approved in accordance with Section 7 below or as set forth in Exhibit B.
 - b. Unnecessary messenger or express mail charges.
 - c. Normal overhead functions such as word processing or typing time, scheduling of depositions, ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of a secretarial nature.
 - d. Meals, overtime, office supplies, or attorney time for preparation of bills or audit responses.
 - e. Expenses for experts or Attorneys that have been retained without the prior written approval of County Counsel.
 - f. Photocopying charges in excess of \$25.00 in any billing cycle without prior written approval of County Counsel.
 - g. Office supplies, local telephone charges, per-page fax charges, conference call line charges, routine mail, etc.
 - h. Intra-office conferencing time of more than one attorney for routine matters, unless such conference involves expert opinion.
 - i. Replacement attorney learning time or other ramp-up learning costs.
 - j. Charges/fees for use of computer research programs (e.g. Lexis Nexis, WestLaw, etc.).
7. Direction and Extraordinary Expenses. All direction and control of Attorneys' work for the County will be by the Human Resources Department in consultation with the Sonoma County Counsel's Office as coordinated by Tamara Curtis, Deputy County Counsel or such other person as may be designated by the County Counsel. Attorneys shall seek pre-approval from the Human Resources EEO Manager, or County Counsel's Office for all extraordinary expenses before the same is

incurred by Attorneys. By way of example, extraordinary expenses shall include expenses for preparing complex motions, undertaking significant legal research or substantial drafting, retaining experts and Attorneys, and out-of-town travel.

8. Termination. This Agreement may be terminated by County at any time, subject to equitable proportional payments due to Attorneys. All files, written material, and documents will be transferred to the County upon such termination. Attorneys will be available to consult with County Counsel or, should one be retained, with the County's new attorney with respect to facts and circumstances of any matters previously worked on by Attorneys for a reasonable period of time following such termination. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Human Resources Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.
9. Withdrawal. Attorneys may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.
10. No Suspension or Debarment. Attorneys warrant that none of its employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Attorneys also warrant that they are 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 the Attorneys or any employee of Attorneys becomes debarred, Attorneys have the obligation to inform the County.
11. Status of Attorneys. The parties intend that Attorneys, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed. Attorneys shall acquire no rights or status in the service of the County. Attorneys are not to be considered an agent or employee of the County and are not entitled to participate in any pension plan, insurance, bonus, or similar benefits the County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to the terms herein, Attorneys expressly agree that Attorneys shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
12. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after mutual agreement of Attorneys and County and by way of execution of a written modification to this Agreement.
13. Insurance. With respect to performance of work under this Agreement, Attorneys shall maintain and require all of its subcontractors, Attorneys, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein, by this reference.
14. Indemnity. Attorneys agree to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release the County, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Attorneys, arising out of or in connection with the negligent performance or willful misconduct of Attorneys hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole or active negligence or due to the willful misconduct of the County. 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 Attorneys or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Attorneys shall be liable to the County for any loss or damage to the County property arising from or in connection with Attorneys' negligent performance or willful misconduct hereunder.

15. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorneys of Attorney's obligations under the Rules of Professional Conduct.
16. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties.
17. Taxes. Attorneys agree 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. Attorneys agrees to indemnify and hold the County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Attorneys' failure to pay, when due, all such taxes and obligations. If the County is audited for compliance regarding any withholding or other applicable taxes, Attorneys agree to furnish the County with proof of payment of taxes on these earnings.
18. Conflict of Interest. Attorneys covenant that Attorneys presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Where the County deems that there is an actual or potential conflict of interest in Attorneys representing another party in a matter, the County must waive any such actual or potential conflict before Attorneys may represent such other party.
19. Nondiscrimination. Attorneys 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, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other 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 by this reference.
20. 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, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
21. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

To County: Human Resources Department
County of Sonoma
575 Administration Drive, Suite 116B
Santa Rosa, CA 95403
Attn: Victoria Willard

To Attorney: _____

Copy to: County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403
Attn: Tambra Curtis

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

22. No Waiver of Breach. The waiver by the 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 promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
23. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Agreement or for the breach thereof shall be brought or tried in the County of Sonoma.
24. AIDS Discrimination. Attorneys agree to comply with the provisions of Article II of Chapter 19 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.
25. Statutory Compliance. Attorneys agree to comply with all applicable federal, state and local laws, regulations, statutes and policies.
26. Attorney-Client Privileged Communications and Confidentiality. This relationship is governed by the attorney-client privilege. As such, County will endeavor to maintain Attorney statements in a secure separate file marked "Attorney-Client Privileged Materials." As there is a commonality of interest between County and its insurance carrier Beazley plc ("Beazley"), and as Beazley has agreed to maintain the confidentiality of all privileged or confidential communications shared with it, County agrees to include Beazley within the scope of the attorney-client privilege and the attorney work-product doctrine such that any communications shared with Beazley retain their privileged or confidential status. Attorneys will not discuss or otherwise make available to anyone, including other clients of Attorneys, any confidential information about County.
27. 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.
28. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.
29. Miscellaneous. County consents to communications with Attorneys via electronic means unless County notifies Attorneys to the contrary. After a particular matter is completed, Attorneys will not undertake to continue to review that matter and update County with legal developments unless requested in writing to do so.

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

ATTORNEYS:

By: _____

Title: _____

Date: _____

COUNTY OF SONOMA

By: _____

Robert Pittman
Sonoma County Counsel
By Debbie Latham

Date: _____

**CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:**

By: _____

Christina Cramer
Director of Human Resources

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

Tambra Curtis
Deputy County Counsel

Date: _____

EXHIBIT A SCOPE OF SERVICES

Employment Related Investigations and Consulting Services

Services referenced in this scope of work will be available to County from _____ (hereinafter “Attorneys”).

Attorneys agree, upon request from County (on an “as needed” basis), to provide Employment Related Investigations and Consulting Services, pursuant to the 2022 Sonoma County Request for Proposal (RFP) for Employment Related Investigations and Consulting Services, and Attorneys’ response thereto.

The following documents are incorporated into this agreement and form part of this **Exhibit A**:

- County of Sonoma – 2022 RFP for Employment Related Investigations and Consulting Services.
- Attorneys’ response to 2022 RFP for Employment Related Investigations and Consulting Services.

Attorneys will perform these services as requested from time to time by the County as the County in its sole discretion deems appropriate. All work will be issued incrementally with documented scope and prior written approval of County. County does not guarantee any minimum or maximum amount of work under this agreement.

Prior to any services being performed, Attorneys will provide County with, and get authorization for, a task order that itemizes:

- a) The specific services to be provided.
- b) The times and dates said services are to be provided.
- c) The estimated costs of said services based on the cost schedule set forth in **Exhibit B**.

1) Detailed Scope of Services

Attorneys must follow the procedure outlined in the document titled “Sonoma County - Investigator Service Provider Instruction Sheet” before providing services under this agreement.

All work to be provided under this scope of services must be provided in a confidential manner.

Attorneys may only communicate with designated representatives within the County regarding the nature and scope of the investigation; information and evidence collected; investigative findings; and investigative work products.

A) Conduct Investigation

Without limitation, Attorneys shall:

- 1) Meet with the appropriate County Counsel and County Human Resources staff and discuss the allegations to be investigated;
- 2) Provide an investigative plan detailing the issues to be investigated, witnesses to be interviewed, evidence to be collected and reviewed, and an estimated timeline for the investigation;
- 3) Determine most appropriate method(s) to be used for each investigation in conjunction with Human Resources, County Counsel and/or the Department Representative;
- 4) Provide updates on the progress of the investigation, including any anticipated changes to the established timeline on a weekly basis or as requested by the County.

B) Report Findings

Without limitation, Attorneys shall:

After completion of the investigation, submit a final written report, protected by the attorney-client privilege, which documents the entire investigative process and includes the following:

- 1) A summary of the allegation(s) and/or employee conduct being investigated;
- 2) The methodology utilized in conducting and the actions taken in furtherance of the investigation;
- 3) List and discuss individuals interviewed and provide an opinion as to their credibility;
- 4) Compile and analyze investigatory facts and evaluate their significance in light of the County's policies and the department's standard operating procedures (SOPs);
- 5) Thoroughly and completely discuss the findings and the basis therefor;
- 6) Provide supporting documentation such as transcriptions of recorded interviews, surveillance recordings, and any other substantiating evidentiary material that supports the conclusions and findings in the Report.

C) Other Requirements

Without limitation, Attorneys shall:

- 1) Comply with all federal, state, and local laws, statutes, ordinances, rules and regulations in conducting all investigations;
- 2) Travel to locations throughout Sonoma County to conduct investigations;
- 3) Participate in administrative hearings, trials or other official proceedings that result from the investigation(s);
- 4) Once the investigation is closed, Attorneys will maintain all records associated with investigation for 5 years. After 5 years, Attorneys will contact the County for permission to destroy the file or, in the alternative, forward all records to the County.



County of Sonoma

REQUEST FOR PROPOSALS (RFP)

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

Employment Related Investigative Services

Proposals must be received no later than **2:00 P.M. on July 7, 2022.**

A. INTRODUCTION/PURPOSE

1. PROJECT BACKGROUND AND DESCRIPTION

Sonoma County is the largest (in area) and northernmost of the nine San Francisco Bay Area counties with a population of approximately 500,000. The County's largest city and county seat is Santa Rosa, CA which is located approximately 55 miles north of San Francisco. The County of Sonoma is the employer to approximately 4,000 employees in a wide variety of professions including, but not limited to general administration, law enforcement, social work, environmental health, mental health care, building inspection, road maintenance, and parks management. County employees work within twenty-nine departments or agencies of the County.

Through this Request for Proposals (RFP), the County seeks competitive proposals for employment-related investigative and consulting services, and will establish contracts with those proposers that the County determines are best qualified and most appropriate to serve the County on an "as needed" basis.

2. DESIRED GOALS/OBJECTIVES/OUTCOMES

Employment Related Investigation Services

From time to time, the County may wish to use the services of an outside investigative firm due to issues of internal workload, conflicts of interest, or the need for specialized expertise. Through this Request for Proposals (RFP), the County seeks competitive proposals for employment-related investigative and consulting services, and will establish contracts with those proposers that the County determines are best qualified and most appropriate to serve the County on an "as needed" basis.

The services required consist of performing internal investigations and related work that may cover a broad range of issues, including but not limited to equal employment opportunity (EEO), discipline, and liability. In an effort to facilitate County access to specialized investigative services for various types of employment investigations, master agreements with multiple contractors will be implemented.

Workers' compensation investigations are not included in the scope of this RFP.

Selection of a specific contractor for a given investigation will be made by Department Heads (or designee) in consultation with the Assistant Human Resources Director (or designee) based on the requirements of the case. The Department representative will negotiate a final scope of work with one or more of the selected contractors for a designated investigation. The final scope of work should include elements of the following:

- Determination of scope of the investigation in light of the overall objective(s);
- Identification of critical issues and the method and timing of their address;
- Designation of point of contact;
- Clarification of specific tasks and their individual assignment;
- Determination of a reasonable, yet timely schedule with clear deadlines;
- Implementation of Department's preference of final report format.

The contractor must meet all qualifications and conditions for providing the services specified in this RFP and the final contract(s). Contractors will not be guaranteed a minimum level of work and any work will be on an as-needed basis. The County reserves the right to utilize the services of other contractors not included in this RFP award. ***The County intends to award an agreement for a period of three years, with two (2) one-(1)-year options to renew for a total not to exceed time of five years for the agreement. The anticipated term of any contracts established by this Request for Proposals shall be from October 1, 2022 through September 30, 2025.***

B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER

All work to be provided under this scope of services must be provided in a confidential manner. The successful firm(s) may only communicate with designated representatives within the County regarding the nature and scope of the investigation; information and evidence collected; investigative findings; and investigative work products.

Conduct Investigation

Without limitation, contractor shall:

- Meet with the appropriate County Human Resources staff and discuss the allegations to be investigated;
- Provide an investigative plan detailing the issues to be investigated, witnesses to be interviewed, evidence to be collected and reviewed, and an estimated timeline for the investigation;
- Determine most appropriate method(s) to be used for each investigation in conjunction with Human Resources or the Department Representative;
- Provide updates on the progress of the investigation including any anticipated changes to the established timeline on a weekly basis or as requested by the County.

Report Findings

Without limitation, contractor shall:

- After completion of the investigation, submit and electronic copy of the final written report, protected by the attorney-client privilege, that documents the entire investigative process and includes the following:
 - A summary of the allegation(s) and/or employee conduct being investigated;
 - The methodology utilized in conducting the investigation and the actions taken in furtherance of the investigation;
 - List and discuss individuals interviewed and provide your opinion as to their credibility;
 - Compile and analyze investigatory facts and evaluate their significance in light of the County's policies and the department's standard operating procedures;
 - Thoroughly and completely discuss your findings;
 - Provide supporting documentation such as transcriptions of records interviews, surveillance recordings, and any other substantiating evidentiary material that supports your conclusions.

Other Requirements

Without limitation, contractor shall:

- Comply with all federal, state, and local laws, statutes, ordinances, rules and regulations in conducting all investigations;
- Travel to locations throughout Sonoma County to conduct investigations;
- Participate in administrative hearings, trials or other official proceedings that result from the investigation(s);
- Once the investigation is closed, contractor will maintain all records associated with investigation for 5 years. After 5 years, contractor will contact the County for permission to destroy the file or in the alternative, forward all records to the County.

C. LOCAL PREFERENCE

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

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

More information about the County's purchasing policies can be found on: [Local Preference Policy for Services](#)

D. SCHEDULE

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

Date	Event
5/26/2022	Release Request for Proposals
6/16/2022	Proposer's Questions Due by 5:00 p.m.
6/23/2022	County's Responses to Questions Due
7/7/2022	Proposals Due by 2:00 p.m.
7/14/2022	Proposals Evaluated by County
8/18/2022	Notice of Intent to Award (<i>subject to delay without notice to proposers</i>)
9/20/2022	Board of Supervisors Awards Contract (<i>subject to delay without notice to proposers</i>)

E. PRE-BID CONFERENCE

Section Omitted

F. QUESTIONS

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

G. CORRECTIONS AND ADDENDA

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

H. PROPOSAL SUBMITTAL

1. FORM

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

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

2. DUE DATE

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

3. GENERAL INSTRUCTIONS

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

- a) The completed proposal shall be without alterations or erasures.
- b) No oral or telephonic proposals will be considered.
- c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of

the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.

4. PROPOSAL FORMAT AND CONTENTS

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

SECTION I – ORGANIZATIONAL INFORMATION

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

Additional Request for Qualifications Submittals Required

Organization Chart

Provide an organization chart of the organization, which identifies each member of the firm involved with the program. The chart should show the organizational structure of the team, the specialty or position of each team member. Include all specialty Sub-Consultants that would be expected to be utilized on the program.

If this is a partnership or joint venture (j-v), 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 throughout the program, what you will do to guarantee continuity for all services.

Key Personnel

Identify the key personnel and their back-ups that will be assigned to the program.

Include your firm's history, the number and types of professional staff and years of experience in employment related investigation and consultation, and resumes of the principal(s) and other key staff who would provide or substantially assist in the requested services.

SECTION II – QUALIFICATIONS AND EXPERIENCE

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

Debarment or Other Disqualification

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

SECTION III – PROJECT APPROACH AND WORK SCHEDULE

In this section, please explain your understanding of the RFP's requirements and objectives and how you will meet those requirements and fully satisfy the objectives. Provide an outline of the work plan for accomplishing the specified goals.

Describe the ability of the firm to complete investigations in a timely manner and how your firm handles multiple concurrent investigations.

Describe information, documents, staff assistance, facilities or other resources you would require from the County to complete your work. Identify any other critical assumption upon which your work plan is based.

In the event of any consulting team turnover, describe the replacement process.

Provide a statement regarding any conflict or potential conflict your firm or any key staff may have regarding provision of proposed services to the County. The statement should not only include actual conflicts but also include any working relationships that may be perceived as a conflict. If no potential conflicts of interest are identified, please provide affirmation in your proposal.

Provide a statement accepting the terms of the agreement, including willingness to provide the required insurance endorsements.

SECTION IV – COST OF SERVICE

The proposal shall clearly state ALL of the costs associated with the services provided. All proposals must include a proposed fee schedule of hourly time charges for each class of personnel you would assign. If your fee schedule is calculated differently (for example, per employee or flat rate fee), please describe and include the number of personnel provided at the scheduled rate(s).

Please also provide hourly time charges for additional services not included within the scope of routine services outlined in this RFP. Additional services would be undertaken only at the written request of the County. Describe any special services and/or benefits offered at no cost to the County.

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

SECTION V – IDENTIFICATION OF SUBCONTRACTORS

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

SECTION VI – INSURANCE

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

SECTION VII – ACCESSIBILITY STANDARDS

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

For any proposal that includes scope involving such website content, Proposers shall indicate their capacity and plan for compliance with these requirements. (Note: not applicable)

SECTION VIII - ADDITIONAL INFORMATION

N/A

SECTION IX – CONTRACT TERMS

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

SECTION X – OTHER AGENCIES PROCUREMENTS

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

I. SELECTION PROCESS

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
3. Proposals will be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list:
 - a. Written Proposal
 - b. Demonstrated ability to perform the services described
 - c. Experience, qualifications, and expertise
 - d. Quality of work as verified by references
 - e. Costs relative to the scope of services
 - f. Demonstrated history of providing similar services to comparable entities
 - g. Willingness to accept the County's contract terms
 - h. Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.)
 - i. Locality of the Proposer
4. The County Department Head in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive

informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.
7. The County reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the County and to award to only one or multiple qualified submittals. ***The lowest proposed cost is not the sole criterion for recommending contract award.*** The County also makes no guarantee of any or equal amounts of work. The County of Sonoma further reserves the right to reject any or all proposals for any reason, including, without limitation, County's desire to enter into cooperative purchasing agreements with any other public agency.
8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

J. FINALIST INTERVIEWS (N/A)

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

K. GENERAL INFORMATION

RULES AND REGULATIONS

1. The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
2. Sonoma County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.
3. The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with

any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.

4. All proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation), the County Purchasing Agent or the Board of Supervisors.
5. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a proposer's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
6. The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
7. [Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

NONLIABILITY OF COUNTY

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

PROPOSAL ALTERNATIVES

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an

agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

LOBBYING

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

FORM OF AGREEMENT

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

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

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

WITHDRAWAL AND SUBMISSION OF MODIFIED PROPOSAL

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

L. PROTEST PROCESS

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

M. LIVING WAGE

The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract/franchise agreement. Without limiting the generality of the foregoing, the contractor/franchisee/economic development assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: <https://sonomacounty.ca.gov/administrative-support-and-fiscal-services/general-services/divisions/purchasing/doing-business-with-the-county/living-wage-self-certification-for-suppliers>

ATTACHMENTS AND EXHIBITS

Attachment A: Sample Agreement

Attachment B: Local Business Declaration for Services

Attachment C: Living Wage Solicitation Form

Attachment D: Sample Insurance Requirements

[Insert Copy of Vendor's Response to 2022 RFP]

EXHIBIT B

COST OF SERVICES

Payments

Attorneys agree, upon request from County (or on an as needed basis) to provide legal advice and related legal services based on the fee schedule set forth in **Exhibit B**.

Attorneys will perform these services as requested from time to time by the County as the County, in its sole discretion, deems appropriate.

The rates for requested services are set forth below:

Staffing	Regular Hourly Rate*
Partners	
Associates	
Paralegals	

Expenses and Costs:

Third-party vendors' charges should be paid directly by the client. Charges vary per task and for storage and information. Faxes; electronic media: actual cost plus postage/delivery charges; no charge for e-mail delivery of files; actual cost for: long distance, express mail couriers (FedEx and UPS), messenger services, process services, and filing fees.

Travel:

Travel expenses. One-way travel hours billed at quoted rate for any travel. No charge for return trip travel and mileage. Actual mileage at the federal rate (\$0.58/mile).

Billing Practices:

Invoices are payable upon receipt and due within 30 days. Bills are sent out each month invoicing charges for the prior month. Fees for services are charged in increments on 1/10th of an hour. The bills provide a specific description of the work performed by all attorneys and paralegals, the time actually spent working on the item, and the billing rate of the timekeeper. These bills also contain itemized descriptions of any out-of-pocket expenses incurred during the prior month.

*Attorneys will not increase the hourly rates during the term of the agreement; nor will Attorneys charge more than 90 minutes travel time (round trip) for time spent solely traveling to and from County office.

EXHIBIT C

INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Attorneys shall maintain and shall require all of its subcontractors, Attorneys, 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 Attorneys 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 Attorneys have 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.
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 Umbrella Liability Insurance. If Attorneys maintain higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Attorneys.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Attorneys are responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Attorneys have a claim against the insurance or is named as a party in any action involving the County.
 - d. **County of Sonoma, its officers, agents, and employees** shall be additional insureds for liability arising out of operations by or on behalf of the Attorneys 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 Attorneys 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 limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Attorneys currently own no autos, Attorneys 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. Professional Liability/Errors and Omissions Insurance.
- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
 - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - e. Required Evidence of Insurance: Certificate of Insurance.
5. 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.
6. Documentation.
- a. The Certificate of Insurance must include the following reference: **Agreement for Investigative Services.**
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Attorneys agree 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 – 4 above.
 - c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, County Counsel’s Office, Attn: Ali Ostello, 575 Administration Drive, Suite 105A, Santa Rosa, CA 95403.**

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Attorneys shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations.

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

8. Material Breach.

If Attorneys 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 Attorneys resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Attorneys, County may deduct from sums due to Attorneys any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.