



COUNTY OF SONOMA

Data/Voice Cabling Installation & Repair Services

Request for Proposals (RFP)

The County of Sonoma is pleased to invite you to respond to a Request for Proposals for Data/Voice Cabling Installation & Repair Services

Proposals must be received no later than 2:00 p.m. on July 18, 2018

A. *Introduction/Purpose*

The County of Sonoma invites sealed proposals for Data/Voice Cabling Services including voice, data, fiber and video from fully licensed, insured, bonded, certified Contractors to furnish all labor, tools, equipment, and incidentals required to provide Data/Voice Cabling Installation and Repair Services.

1. Project Background and Description

The County intends to award the successful respondent a one year contract commencing October 23, 2018, with three annual renewal options. Fixed pricing on labor rates will need to be in effect for the first contract year. After one full year of service, labor rates may be adjusted based on the percentage change of the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area on the anniversary of the signing date.

2. Desired Goals/Objectives/Outcomes

It is the intent of the County to solicit an RFP to provide voice, data, fiber and video cabling complying with the Codes and Standards referenced herein in all County operated facilities.

If your firm is capable of providing most services, but for some reason not all, you should bid on as many services as possible and indicate why you cannot provide the other services.

B. *Statement of Requirements - Services Required of Successful Proposer*

1. Applicable Standards

Structured Cabling System installations for new buildings, cable additions or modifications, building renovations or remodeling shall comply with the following standards:

- 1) Underwriters Laboratory (UL) LAN Cable Certification Categories 3, 5e, 6 and applicable listings and ratings for cable products
- 2) National Electric Code
- 3) National, State, and Local OSHA, building and fire codes
- 4) TIA/EIA 568-B.1, 2, and 3 Commercial Building Telecommunications Cabling Standards
- 5) TIA/EIA-569 Standard: Commercial Building Standard for Telecommunications Pathways and Spaces
- 6) TIA/EIA-598 Standard: Commercial Building Standard for Fiber Optic Cabling
- 7) TIA/EIA-606 Standard: Administration Standard for Commercial Telecommunications Infrastructure
- 8) TIA/EIA Telecommunications System Bulletin (TSB) 67
- 9) J-STD-607 Standard: Commercial Building Grounding and Bonding Requirements for Telecommunications
- 10) IEEE 802.3 Ethernet Standards

- 11) BISC Telecommunications Distribution Methods Manual TDMM
- 12) FCC Part 68.500

Bidders are expected to have access to the referenced material to ensure conformity to the specifications.

Abbreviations

EIA	Electronic Industry Association
TIA	Telecommunications Industry Association
IDF	Intermediate Distribution Frame (rooms used for wiring closet)
LIU	Light interface Unit
MDF	Main Distribution Frame (room at main building entrance for wiring distribution)
BICSI	Building Industry Consulting Service International
RCDD	Registered Communication Distribution Designer
LAN	Local Area Network
CAD	Computer Aided Design
NFPA	National Fire Protection Agency
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration

2. Conformance

All work and materials shall conform to the latest rules of the National Electric Code, the regulations of the State Fire Marshall, NFPA, all OSHA regulations and requirements, the building, fire and electrical codes of the State of California and the County of Sonoma.

3. General Requirements

- 1) The contractor shall provide moves, adds and changes as activity for voice, data, fiber and video cabling as well as troubleshooting and emergency cable repair. As-built CAD drawings of the cabled site will be required for all adds and changes.
- 2) All cabling shall be routed in such a way as to minimize EMI and RFI interference. Cables shall be routed to maintain the following minimum distances from disturbance sources as indicated below:
 - a) Unshielded power lines or electrical equipment in proximity to open telecommunications systems: 5 inches.
 - b) Unshielded power lines or electrical equipment in proximity to enclosed telecommunications systems: 2.5 inches.
 - c) Enclosed power lines or electrical equipment rated at 2.5kVA or greater in proximity to open telecommunication systems: 24 inches.

- d) Enclosed power lines or electrical equipment rated at 2.5kVA or greater in proximity to enclosed telecommunication systems: 6 inches.
 - e) Distance from fluorescent or HID lighting fixtures: 6 inches.
- 3) All points of termination shall be properly labeled with a standardized, double ended system to facilitate cable and connection identification. The following shall be observed:
- a) Labeling shall indicate the destination ends of the cable, as per County of Sonoma network numbering plan.
 - b) Labeling shall be imprinted on material (preferably plastic or plasticized paper) using indelible black ink.
 - c) Labeling shall wrap entirely around the cable.
 - d) Labeling shall be between 4 to 6" from each end of the cable or the most logical point that would allow the label to be easily read.

4. Cabling Project Specifications

The County of Sonoma generally installs two (2) data cables per workstation location. All sites have some LAN wiring currently in place, there may be a requirement to remove old cabling that will be determined and included on an individual site basis. The general guidelines for installation of inside wiring for the County of Sonoma require the contractor to provide all labor and materials for installation of the interior building cable system including interior conduit. In addition to the previously delineated standards, the contractor will install the interior building cable system in accordance with the minimum specifications outlined below.

All buildings will provide one dedicated telecommunications main distribution frame room (MDF) and most likely one or more dedicated telecom intermediate distribution frame rooms (IDF). The County of Sonoma shall determine the number of these rooms.

See Exhibit A for list of County-operated facilities.

All fiber runs must be clearly labeled at both ends using the County of Sonoma network numbering plan. Fiber cables shall be terminated in rack mounted patch panels using duplex type connectors.

5. Safety

- 1) All contractors will be responsible for their Employees, and subcontractors. It will be up to them to enforce all safety regulations set forth by the County and Cal-OSHA. This will include all safety wear and equipment necessary to provide a safe work environment for all workers and the public in and around the job site.

- 2) The use of safety wear and equipment, such as eye protection, ear protection, and other required safety equipment would be strictly enforced. Work areas will be marked off and safe paths provided for county employees and the general public.
- 3) Noise and dust will need to be contained and kept to a minimum when working in occupied areas, and may require after hours work.
- 4) When work above the floor or ground is required, proper use of ladders and safety harness or railing will be enforced.
- 5) All welding, cutting or brazing will require a fire-watch with a fire extinguisher.
- 6) All contractors are responsible for their equipment and must ensure that it is safe and in good working order. All electrical equipment to be used on site will be checked by the Project Manager.
- 7) All contractors are required to clean up their work area daily. Materials not used will be stored neatly or removed from the site.
- 8) Material Safety Data Sheets for any materials used on the project are required. No storage or disposal of hazardous materials on site is allowed. For any work site/facility that is equipped with a security system or that has doors that must remain locked, the entering of this site/facility or shutdown of the security system will need to be authorized by the Project Manager and/or the Building Maintenance Superintendent.
- 9) The Project Manager will explain to their staff all policies and procedures regarding emergency alarms and exits and will also give a tour of the fire exits.
- 10) A dress code is required within the county facilities. Work attire will be neat and clean, and will meet OSHA requirements. No t-shirts, shorts, or open-toed shoes will be permitted.
- 11) A visitor identification badge will be worn at all times, as provided by the General Services Department.
- 12) The County of Sonoma has all non-smoking facilities. Smoking is permitted only in designated areas outside of work site.
- 13) All cabling contractors shall be required to adhere to the maintenance service tracking system, including tracking of start and completion times of each cabling job performed under the County contract.

Asbestos

The County of Sonoma has conducted limited surveys of its facilities to determine the presence of Asbestos Containing Materials (ACM). The Contractor shall be responsible for ensuring that any Subcontractors, worker, or others associated with the work on this project have been notified of the presence of asbestos containing materials at the construction site if known, and have been properly instructed to approach all work with caution. If during the course of construction, materials are discovered, that are suspected to contain ACM, the contractor shall stop work and notify the County project manager immediately.

6. Contractor Access to Sensitive Sites

The following conditions apply to contractor and construction worker access to the Sonoma County Jail and other Detention, District Attorney, Public Defender, Court, or Probation Facilities. The contractor and their employees seeking admission to the premises of the Sonoma County Jail and other Detention and Probation facilities will be subject to a background check. The following criteria will result in no clearance being granted:

- a. Anyone on Parole
- b. Anyone on active Probation for a Felony
- c. Anyone who has been in custody in this Facility within the last 60 days.
- d. Anyone who is a registered sex offender per 290 PC
- e. Anyone who is a drug registrant per 11590 H&S.

1) Criminal History:

Additionally, a criminal history will be run and could subjectively lead to exclusion from these facilities. Such convictions as drug smuggling, dealing or possession for sale, and any violent felony could and probably will exclude the individual from these facilities. County Sheriff's Office and Probation administrative staff reserve the right to refuse any individual access to sensitive sites.

2) Items Not Allowed:

The following are NOT allowed in sensitive sites, nor on the facilities' grounds:

- a. Alcohol, drugs or tobacco (any form)
- b. Lighters
- c. Weapons (any kind)
- d. Cell Phones (can be in personal vehicles)
- e. Pagers (leave in personal vehicles, if possible. Pagers are subject to search.)
- f. Briefcases and bags with needed supplies will be stored in secure areas.

3) Access:

Contractor and worker access will be controlled. An officer stationed at your ingress area will issue workers an individual badge in the morning. County staff will take your identification (e.g. California Driver's License) as collateral for a jail visitor's badge. All workers are subject to search. Tools, bags, and materials will be searched. Attire: Workers must be appropriately clothed. Attire, which is revealing, gang related or offensive to others, is not allowed. The Sheriff's Department reserves the right to determine the appropriateness of attire.

4) Inmate Behavior / Interaction:

- a. DO NOT communicate or interact with any of the inmates in any matter or form. This includes speaking to them, writing to them, or delivering notes for them.

- b. DO NOT give inmates anything, or take anything from them.
- c. DO NOT respond to flirtatious behavior by inmates.

5) Parking:

- a. Contractor will have a designated parking area for a limited number of vehicles.
- b. Contractor and workers will have access to their vehicles.

6) Tool Control:

- a. The contractor within the jail shall control tools.
- b. A designated secure location will be provided to the contractor for the storage of tools
- c. All tools and materials must be accounted for at the end of the day.

7. Contract Management

A. On call schedules

- a. A two hour response time is expected for emergency needs.
- b. A two day response time with an appointment is expected for normal services.
- c. Appointments must be kept and County contact notified if there is to be an exception.
- d. Attendance will be recorded and untimely responses will be noted and may result in a breach of contract if schedules are broken more than an occasional traffic tie up.

B. Reporting:

A report must be generated after every job is completed. Refer to Exhibit B for an example of the necessary cable testing report. All cable testing reports must be submitted to the County Project manager no later 7 days after completion of work.

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 contractors to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or contractor who has a valid physical address located within Sonoma County from which the supplier or contractor 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 contractors or businesses and their sub-contractors 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-contractors, 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	<u>Event</u>
<u>June 20, 2018</u>	Release Request for Proposals
<u>June 25, 2018</u>	Proposer's Questions Due by 5:00 p.m.
<u>June 29, 2018</u>	County's Responses to Questions Due
<u>July 18, 2018</u>	Proposals Due by 2:00 p.m.
<u>July 19-July 27, 2018</u>	Proposals Evaluated by County
<u>July 30-August 10, 2018</u>	Interviews Conducted (demonstrations to be included, if applicable)
<u>September 21, 2018</u>	Notice of Intent to Award (<i>subject to delay without notice to proposers</i>)
<u>October 23, 2018</u>	Board of Supervisors Awards Contract (<i>subject to delay without notice to proposers</i>)

Late Responses

Proposals received after the Submittal Deadline will not be considered for award and will be returned to Respondents unopened. Respondent is responsible for the timely and correct delivery of their Proposal.

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 contractors. 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 cablingRFP@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 (or deliver them to Danielle Letourneau, Department Analyst, Information Systems Department, 370 Administration Dr., Santa Rosa, CA 95403 if the proposer has previously submitted a proposal to the Department). 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: [Sonoma County Supplier Portal](#).

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

Additionally proposers must submit (1) signed original, and four (4) 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 "**DATA/VOICE CABLING INSTALLATION & REPAIR SERVICES**"

Proposals shall be submitted to:

Danielle Letourneau
Department Analyst
Information Systems Department
2615 Paulin Dr.
Santa Rosa, CA 95403

- 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:
 - a) **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.

b) 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.

Respondent shall be an established firm conducting business of the nature specified in this RFP for a minimum of two (2) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff that would be assigned to the Contract.

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.

The County reserves the right to:

1. Check all, any, or no references that the County deems necessary, to assess a firm's past performance.
2. Contact all or as many references the County determines are representative projects demonstrating experience that is relevant to this scope of services.
3. Check any other reference(s) that might be indicated through the explicitly specified contacts or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services known to the County.
4. The client reference score/weight shall have no bearing on any other evaluation criteria.

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

Permit

Respondent must possess and provide a copy of California state contractor license number and copy of permit to conduct business in the State of California and the County of Sonoma.

DIR

Respondent must be registered with the California Department of Industrial Relations and must fulfill the requirements for Construction Labor and Materials Payment Bond (Attachment E), Performance Bond (Attachment F), and be willing to sign the Non-collusion affidavit (Attachment G).

Other Information

Any other information the Respondent deems appropriate should be included in this section.

c) Section III - Project Approach and Work Schedule:

Provide a description of the methodology developed to perform all required services, including an affirmation that the services will be timely completed within the contract period.

d) Section IV - Cost of Service:

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

The project costs must be broken out and include all expenses that will be charged to the County, including but not limited hourly rates for labor, software

costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Contractor's proposal.

County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through August 17, 2019. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

e) **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.

f) **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.

g) **Section VII - Additional Information:**

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

h) **Section VIII – 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.

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 contractors.
- 2) County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
- 3) Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
 - a) Demonstrated ability to perform the services described;
 - b) Experience, qualifications and expertise;
 - c) Quality of work as verified by references;
 - d) Costs relative to the scope of services;
 - e) A demonstrated history of providing similar services to comparable entities;
 - f) Willingness to accept the County's contract terms;
 - g) 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).
 - h) The locality of the Proposer;
 - i) Minimum requirements of the Contractor:
 - a) Primary business is the installation of voice, data and fiber cabling with a valid C-7 State of California contractor's license.
 - b) Project manager or assigned representatives must be RCDD or similarly certified.
 - c) Minimum of 50% of technical work staff on any County project must be BICSI or similarly certified.

A County Evaluation Team will evaluate and select the Respondent that best meets the needs set forth in this solicitation, which is the best qualified and able to provide the specified services. Evaluation of the proposals shall be within the sole judgment and discretion of the County. Award of contract is contingent upon approval by the Board of Supervisors and funding availability.
- 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.
- 8) All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
- 9) Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

J. Finalist Interviews

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

K. General Information

1. 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:

- a. [Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

2) 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.

3) 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.

4) 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.

5) Form of Agreement

- a) 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.
- b) 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.*
- c) 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.
- d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the contractor's proposal.

6. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) Unless otherwise authorized by County, the selected contractor 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 contractors, or not award at all.

7. Withdrawal and Submission of Modified Proposal

- a) 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. Prevailing Wage

Contractor shall pay to persons performing services hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the District's office and will be made available to any person upon request.

In addition to the above, Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, *et seq.*

For any Task Order project of \$25,000 or more, Contractor shall furnish a labor and material payment bond in the full amount of the Task Order Sum to remain in effect until the date the work subject to the Task Order is accepted by District

Attachments:

Attachment A: Sample Agreement

Attachment B: Local Business Declaration for Services

Attachment C: Living Wage Responsible Bidder Form

Attachment D: Sample Insurance Requirements

Attachment E: Construction Labor and Materials Payment Bond

Attachment F: Performance Bond

Attachment G: Non-collusion affidavit