



County of Sonoma

Engineering and Geologic Review of Vineyard and Orchard Site Development Ordinance (VESCO) Plans

REQUEST FOR PROPOSALS (RFP)

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

Engineering and Geologic Review of Vineyard and Orchard Site Development Ordinance (VESCO) Plans

Proposals must be received no later than 2:00 P.M. on April 19, 2020

A. INTRODUCTION/PURPOSE

1. Project Background and Description

The Sonoma County Department of Agriculture/Weights & Measures (Department) administers the County's Vineyard Erosion and Sediment Control Ordinance (VESCO) program. VESCO permitting is a ministerial process in which vineyard or orchard development projects must be evaluated according to the standards set forth in Chapter 36 of the Sonoma County Code and the Department's Best Management Practices for VESCO Agricultural Erosion and Sediment Control manual (BMP manual) (Sec. 36.02.060). Under Chapter 36, an application and plans must be filed, reviewed, and approved by the Department prior to commencing vineyard or orchard site development work (Sec. 36.04.010).

Prior to 2012, the review and approval of VESCO applications and plans were conducted by a staff member of the Department with a background in soil conservation while engineered agricultural grading and drainage projects were reviewed at Permit Sonoma. In 2012 engineered agricultural grading and drainage project review was brought to the Department. Also in 2012, standards for Level 2 projects with tree removal were adopted that required the utilization of the universal soil loss equation (USLE) and/or the Revised Universal Soil Loss Equation (RUSLE2) to ensure that projects will have no net increase in soil loss from the pre-development conditions. In addition, changes were made to VESCO which required

geologic reports which identify and make recommendations regarding areas of instability be submitted with certain projects (BMP manual Ch. 4). As a result of these changes, the Department began receiving engineered plans requiring peer review by a licensed engineer and geologic reports requiring peer review by a certified engineering geologist (Sec.36.10.060); however, the Department does not employ staff with these licenses or certifications.

2. Purpose

The Department has been under contract with an engineering consultant from 2012 and that contract will sunset on June 30, 2020. This is also defined as any Level II plans as described in Sec.36.04.010.B, both with and without tree removal (Sec.36.16.060), any project with a grading (Sec.36.06.010) or drainage (Sec.36.08.010) component, and any project that has areas of instability (Sec.36.16.070).

B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER

1. The Department is seeking to contract with an engineering firm that will perform the following services:
 - a. Working in conjunction with County staff, review and verify compliance with standards for VESCO Plans submitted to the Department that include engineering and/or geologic reports. This is also known as a Level II plan, which is defined in Sec.36.04.010, any plans with grading Sec.36.06.010 and/or drainage Sec.36.08.010, and any plans with areas of instability Sec.36.16.070. In addition to reviewing submitted documents, project review may include conducting site visits to verify information contained in the application package Sec.36.14.040.D.
 - b. Review and contact with applicants is expected to be initiated within a reasonable time from date the project is submitted to the consultant. Final approval of the plans shall remain with and become property of the Department.
 - c. Written comments shall be submitted to the Department upon conclusion of all phases of review. Stamped and signed sets of plans shall be provided by the engineer upon completion of the review process.

- d. Be available as a subject matter expert to respond to questions from County staff regarding the technical elements of Chapter 36 of the County Code and the Best Management Practice for VESCO Agricultural Erosion and Sediment Control manual.
 - e. When requested, be available to respond and answer questions from project applicants or potential project applicants.
 - f. Review and verify compliance with standards for as-built plans, which may include site visits.
 - g. Be available to respond to emergency situations affecting health and safety.
 - h. May be requested to make public presentations to grower groups, stakeholders, and public officials.
 - i. In order to avoid potential or perceived conflicts of interest, the selected respondent and any sub-contractors may not be in any way involved or associated with the development of vineyard and orchard site development or agricultural grading and drainage plans in Sonoma County or Marin County for any client during the contract period aside from services the consultant renders under the agreement resulting from this RFP. The selected vendor and any sub-contractors will be required to sign a conflict of interest statement affirming the above.
2. Licensure and Qualifications Required of Successful Proposer

Respondents to this RFP must identify by name the licensed engineer and certified engineering geologist that will be assigned to provide these services. Respondents are allowed to identify sub-contractors as explained in Section H.4.f. if they do not have both of these types of professionals on staff.

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
March 23, 2020	Release Request for Proposals
March 27, 2020	Proposer’s Questions Due by 5:00 p.m.
April 3, 2020	County’s Responses to Questions Due
April 17, 2020	Proposals Due by 2:00 p.m.
April 24, 2020	Proposals Evaluated by County
May 4, 2020	Interviews Conducted
May 20, 2020	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
July 7, 2020	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 sonomaag@sonoma-county.org. Questions will not be accepted by phone.

G. CORRECTIONS AND ADDENDA

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.

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.

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 the Sonoma County Department of Agriculture/Weights and Measures, 133 Aviation Blvd., 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 proposals. 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 "**ENGINEERING AND GEOLOGIC REVIEW OF VINEYARD AND ORCHARD SITE DEVELOPMENT PLANS.**"

Proposals shall be submitted to:

County of Sonoma
Department of Agriculture/Weights and Measures
ATTN: Gina Lehl
133 Aviation Blvd., Suite 110
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.

1) Organization Chart

Provide an organization chart of the organization, which identifies each member of the firm that will be involved in providing the services sought in this RFP. 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, describe in detail:

- i. How the partnership or joint venture will be organized, who will be in overall control of the program;
- ii. How it will function on a day-to-day basis; and
- iii. What will you do to guarantee continuity for all services.

Additional Request for Qualifications Submittals Required

b. Section II – Key Personnel

Identify the key personnel and their back-ups that will be assigned to the program. The key personnel must include a licensed engineer and certified engineering geologist. The required and desired experience for each of these positions is specified below. Please provide current copies of certifications and licenses and resumes for all key personnel and back-ups that highlights their experience in the following areas.

The evaluation committee will select those firms deemed most qualified for this project to participate in an interview, as described in Section J, below. The key personnel identified in this section must participate in the interview process.

- 1) **Registered Civil Engineer – *Required Knowledge/Experience***
 - i. Upland and agricultural land hydrology/hydraulics
 - ii. Universal Soil Loss Equation (USLE) and Revised Universal Soil Loss Equation (RUSLE2) (Chapter 4 of the Sonoma County Department of Agriculture/Weights & Measures Best Management Practices for VESCO Agricultural Erosion and Sediment Control manual (<https://sonomacounty.ca.gov/Agriculture-Weights-and-Measures/>))
 - iii. Developing/reviewing grading, drainage, and vineyard/orchard plans (Sec.36.10.060, Sec.36.06.010, Sec.36.08.010, Sec.36.16.060)

- 2) **Registered Civil Engineer – *Highly Desirable Knowledge/Experience***
 - i. Vineyard and orchard construction/development practices pursuant to Chapter 36 of the Sonoma County Code
 - ii. Engineering regulations pursuant to Chapter 36 for County of Sonoma
 - iii. Sonoma County Department of Agriculture/Weights & Measures Best Management Practices for VESCO Agricultural Erosion and Sediment Control manual (<https://sonomacounty.ca.gov/Agriculture-Weights-and-Measures/>)
 - iv. Holding a regulatory or oversight role
 - v. Preparing/delivering public presentations

- 3) **Certified Engineering Geologist – *Required Knowledge/Experience***
 - i. Upland and agricultural land hydrology/hydraulics
 - ii. Writing/reviewing engineering geologic and geotechnical reports (Sec.36.16.070, Sec.36.16.060, Appendix 2 of the Sonoma County Department of Agriculture/Weights & Measures Best Management Practice for VESCO Agricultural Erosion and Sediment Control manual (<https://sonomacounty.ca.gov/Agriculture-Weights-and-Measures/>))
 - iii. Identifying areas of slope instability and mass wasting (Sec.36.16.070)
 - iv. Factor of safety analysis for slope stability (Sec.36.16.070)
 - v. Identifying soils as defined as cohesionless/noncohesive as listed in Appendix 1 of the Sonoma County Department of Agriculture/Weights & Measures Best Management Practice for VESCO Agricultural Erosion and Sediment Control manual (<https://sonomacounty.ca.gov/Agriculture-Weights-and-Measures/>)

- 4) **Certified Engineering Geologist – *Highly Desirable Knowledge/Experience***
 - i. Vineyard and orchard construction/development practices
 - ii. Geology of Sonoma County within vineyard/orchard development regions
 - iii. Chapter 36 of the Sonoma County Code

- iv. Sonoma County Department of Agriculture/Weights & Measures Best Management Practices for VESCO Agricultural Erosion and Sediment Control manual <https://sonomacounty.ca.gov/Agriculture-Weights-and-Measures/>
- v. Holding a regulatory or oversight role
- vi. Preparing/delivering public presentations

Debarment or Other Licensure Issues

Proposer must disclose any debarment or other disqualification, such as probation with the state licensing board, of key personnel and their back-ups. Proposer must describe the nature of the debarment/disqualification, including where and how to find detailed information.

c. Section III – Qualifications and Experience

Provide a clear explanation of the firm's experience with:

- 1) Timely producing and/or reviewing engineered grading and/or drainage plans.
- 2) Use of the Universal Soil Loss Equation (USLE) or Revised Universal Soil Loss Equation (RUSLE2) or other predictive models to evaluate the potential for net soil loss on projects; preferably for agricultural projects.
- 3) Developing and/or reviewing sediment delivery analyses and/or sediment budgets; preferably for agricultural projects.
- 4) Conducting slope stability analyses and factor of safety analyses for slope stability.
- 5) Developing/reviewing geologic reports.

Proposals should include descriptions of completed projects that highlight these areas of experience, citing the county and state where the project was completed, and when the work was done.

References are required. Please provide names, addresses, and telephone numbers of contact persons within five (5) client agencies for whom similar services have been provided.

d. Section IV – Project Approach and Work Schedule

Provide a description of the methodology developed to perform all required services outlined in Section B of this RFP. Provide an overview statement that

describes how you envision interfacing with County staff and project applicants to ensure timely exchanges of information, and an availability to both of these parties (i.e. by being available via cell phone during all business hours, etc.).

1) This section should also specifically address how you will:

- i. Provide plan review services as described in Section B.1.1 of this RFP, including adherence to review timing requirements and interfacing with County staff.
- ii. Provide sufficient access to County staff and potential or current applicants with technical questions relating to the Vineyard and Orchard Site Development process. The response should describe how the proposer will facilitate timely interactions for such communications.
- iii. Make recommendations to the Department or designee in a timely fashion on issues of non-compliance or participate in processes associated with complaints, investigations, and notices of non-compliance.
- iv. Participate in reviewing as-built plans which includes ensuring a timely dialogue with the project applicant and County staff.
- v. Be available to respond to emergency situations associated with Vineyard and Orchard site development.
- vi. Be available to make public presentations to grower groups, stakeholders, and public officials.

2) Proposals should also include the following statements:

- i. A statement indicating that the respondent understands that work product delivered under any contract resulting from this RFP may be challenged, and that the respondent will defend any such work.
- ii. A statement indicating that the respondent and any sub-contractors will not be in any way involved or associated with the development of Vineyard and Orchard Site Development or agricultural grading and drainage plans in Sonoma County or Marin County for any client during the contract period aside from services the consultant renders under the agreement resulting from this RFP.

e. Section V – Cost of Service

Respondents must provide an hourly rate for the engineer and geologist that would be applied to perform the services described in Section B.1.a-i.

The respondent must provide a breakdown of all material and labor costs that substantiate the stated plan review rate and hourly rate, as well as details regarding any charges outside of the plan review rate or hourly rate that will be applied to the County (i.e. mileage, travel costs, etc.).

Respondents may propose a different cost structure in the proposal if the proposer feels there is a more accurate way to illustrate project costs. In any event, the respondent must provide a breakdown of all material and labor costs that substantiate the stated cost proposal, including any charges outside of any proposed rate that will be applied to the County.

The firm (Consultant) awarded the contract shall provide 1.5 hours of non-project-specific and program support services to the County at no charge for every 10 hours invoiced for project specific services. The hours at no cost to the County will accrue over the entire term of the agreement. When providing non-project-specific support services the Consultant shall note such on the invoices so the County can track use of the hours at no charge to the County.

f. Section VI – 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.

g. Section VII – 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.

h. Section VIII – 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)), and the County's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>

i. Section IX - Additional Information

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

j. Section X – 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.

k. Section XI – 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

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.

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.

Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list:

1. Demonstrated ability to perform the services described;
 - a. Experience, qualifications and expertise;
 - b. Quality of work as verified by references;
 - c. Costs relative to the scope of services;
 - d. A demonstrated history of providing similar services to comparable entities;
 - e. Willingness to accept the County's contract terms;
 - f. The locality of the Proposer; and
 - 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.)
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
8. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

J. FINALIST INTERVIEWS

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

K. GENERAL INFORMATION

Rules and Regulations

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

to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.

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

[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.

L. 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.

M. 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.

N. 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.

O. FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

1. No agreement with the County shall have any effect until an agreement for professional services 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 for professional services 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.

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.

P. DURATION OF PROPOSAL; CANCELLATION OF AWARDS

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.

Q. 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.

R. 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*

S. 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 may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

Attachments

- Attachment A: Sample Professional Services Agreement
- Attachment B: Local Business Declaration for Services
- Attachment C: Living Wage Solicitation Form
- Attachment D: Sample Insurance Requirements